



**Agenda Addendum
Council Meeting**

Monday, September 27, 2021, 7:00 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: 732 131 497#

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

Pages

- 1. Call To Order**
- 2. Approval of Agenda**
Recommendations:
That the agenda and any addendums for the September 27, 2021 Council Meeting, be approved.
- 3. Disclosure of (Direct and Indirect) Pecuniary Interest**
- 4. Closed Meeting**
None.
- 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

None.

10. Adoption of Minutes of Previous Council Meeting

Recommendations:

That the minutes of the following meetings be approved:

10.1. 2021-09-13 Council Minutes

6 - 18

11. Presentation, Petitions and/or Delegation

11.1. Heather Hayes, Executive Director, Orangeville Food Bank, Hunger Awareness and Food Insecurity

11.2. Andrea Sinclair, MHBC Planning, Agent for Applicant in support of Application RZ-2021-01

11.3. Spencer Brown, in support of Application RZ-2021-01

***11.4. Matthew Melchior, Primacare, Headwaters Seniors Housing Campus of Care**

12. Staff Reports

12.1. 41 William Street, Recommendation Report, RZ-2021-01, INS-2021-054

19 - 38

Recommendations:

That report INS-2021-054, 41 William Street, Recommendation Report, RZ-2021-01, be received;

And that the Zoning By-law Amendment Application (RZ-2021-01), be approved;

And that Council pass a By-law to amend Zoning By-law No. 22-90, as amended, to rezone Lots 8 and 9, Block 1, Plan No. 216, Town of Orangeville, County of Dufferin, municipally known as 41 William Street, from Residential Second Density (R2) Zone, to Residential Third Density (R3) Zone, with Special Provision 24.228 and subject to a Holding (H) Symbol, to permit an additional detached and semi-detached dwelling.

12.2. Broadway Brick Replacement Project Update, INS-2021-052

39 - 44

Recommendations:

That report INS-2021-052, Broadway Brick Replacement Project Update, be received;

And that Staff be directed to include for Council's consideration a project in the 2022 capital budget for the allowance of the ancillary street furniture items as set out in report INS-2021-052.

- 12.3. ICIP Public Transit Stream Funding Agreement, CPS-2021-069 45 - 122

Recommendations:

That report CPS-2021-069, dated September 27, 2021, ICIP Public Transit Stream Funding Agreement, be received;

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

- 12.4. New Businesses in Orangeville May 1 – August 31, 2021, CMS-2021-018 123 - 125

Recommendations:

That report CMS-2021-018 dated September 27, 2021, be received.

- 12.5. Humber Lands: Primacare Proposal and Options for Determining Future Land Use(s), INS-2021-053 126 - 143

Recommendations:

That report INS-2021-053, Humber Lands, Primacare Proposal and Options for Determining Future Land Use(s), be received;

And that Council direct staff to proceed with Option 2 as recommended in report INS-2021-053, to implement a preferred land use framework for the Humber Lands, determined by a comprehensive planning process completed as part of the Town's Official Plan Review, which can include consideration of the Primacare development concept as part of that process; or alternatively;

Council direct staff to proceed with Option 1 as outlined in report INS-2021-053 to pursue discussions with Primacare to facilitate the proposed development concept for the Humber Lands.

- *12.6. Vaccination Policy for Members of Council, Local Boards and Committees, CAO-2021-009 144 - 150

Recommendations:

That report CAO-2021-009, Vaccination Policy for Members of Council, Boards and Committees, be received;

And that Council adopt the Vaccination Policy as presented.

13. Correspondence

Recommendations:

That the following correspondence be received:

- 13.1. Town of Mono, Vaccination Policy 151 - 152

- 13.2. Orangeville BIA, Boulevard Reconstruction Project 153 - 154

13.3.	Sylvia Bradley, Men's Homelessness	155 - 156
*13.4.	Pastor Kerry Duffield, Men's Homelessness	157 - 157
14.	Committee/Board Minutes	
	Recommendations:	
	That the minutes of the following meetings be received:	
14.1.	2021-06-03 Equity, Diversity, and Inclusion Committee Minutes	158 - 160
14.2.	2021-06-17 Heritage Orangeville Committee Minutes	161 - 164
14.3.	2021-07-22 Heritage Orangeville Committee Minutes	165 - 167
14.4.	2021-08-25 Men's Homelessness Committee Minutes	168 - 171
14.5.	2021-06-15 Orangeville Police Services Board Minutes	172 - 178
15.	Notice of Motion Prior to Meeting	
*15.1.	Mayor Brown, Men's Homelessness	179 - 179
	WHEREAS ending street homelessness in Orangeville is a key goal of the Mayor and Council;	
	AND WHEREAS the COVID 19 pandemic and resulting economic downturn has created an increase in male homelessness;	
	AND WHEREAS the male homeless population is diverse, and individuals often suffer from concurrent mental health, addictions and other medical issues which require services; as well as poverty and abuse;	
	AND WHEREAS mental health resources are not sufficient in our region;	
	AND WHEREAS addiction treatment resources are not sufficient in our region;	
	AND WHEREAS the homeless require a broad continuum of supportive housing options that include shelters, interim housing, permanent housing, subsidized rental housing, and affordable market rentals;	
	AND WHEREAS Choices Youth Shelter with support from Services and Housing in the Province has opened a men's homeless shelter with a projected annual budget of \$333,092;	
	THEREFORE BE IT RESOLVED that the Town of Orangeville set aside a one time emergency fund of \$166,546 representing the required funding for a men's shelter for the period of November 1, 2021 to April 30 2022;	
	And that this money will be funded from the 2020 surplus;	
	And that this money be released monthly to SHIP, Choices or other support agencies to provide shelter, food and support for homeless men in Orangeville and Dufferin County;	
	And that Orangeville Town Council continue to advocate for additional mental health and addiction treatment support for our region;	
	And that the Men's Homelessness Committee continue to work towards	

permanent, sustainable funding for men's homelessness issues and that this funding will be reduced when and if other sources of funding from the community or other government agencies becomes available

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 021-2019 to confirm appointments to various Boards and Committees | 180 - 183 |
| 19.2. | A By-law to authorize the execution of the TPA for the ICIP: Public Transit Stream | 184 - 185 |
| 19.3. | A By-law to amend Zoning By-Law No. 22-90 as amended, with respect to Lots 8 and 9, Block 1, Plan No. 216, Town of Orangeville, County of Dufferin, municipally known as 41 William Street | 186 - 189 |
| 19.4. | A by-law to permit the Kin Club of Orangeville to hold a road toll fundraising event at the intersections of Third Street and Fourth Avenue on October 2, 2021 from 9:00 a.m. to 4:00 p.m.
Note: By-law 2021-068 was passed September 13, 2021 to permit the Kin Club to hold a road toll event on September 18, 2021. This event was cancelled and the Kin Club seeks to reschedule the road toll event to October 2, 2021. | 190 - 190 |
| 19.5. | 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 September 27, 2021 | 191 - 191 |

20. Adjournment

Recommendations:

That the meeting be adjourned.



Council Meeting Minutes

September 13, 2021, 5:15 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
Deputy Mayor A. Macintosh
Councillor J. Andrews
Councillor G. Peters
Councillor L. Post
Councillor D. Sherwood
Councillor T. Taylor

Staff Present: E. Brennan, CAO
D. Benotto, Software Operations Supervisor, was present at
Town Hall
B. Ewald, Chief Building Official
D. Jones, General Manager, Infrastructure Services
C. Khan, Deputy Clerk
K. Landry, Town Clerk, was present at Town Hall
A. McKinney, General Manager, Corporate Services
R. Osmond, General Manager, Community Services
M. Pourmanouchehri, IT Technician
L. Russell, Senior Planner
A. Shaw, Executive Assistant to the Mayor and CAO
N. Syed, Treasurer
B. Ward, Manager, Planning
T. Macdonald, Assistant Clerk

1. Call To Order

The meeting was called to order at 7:10 p.m.

2. Approval of Agenda

Resolution 2021-294

Moved by Councillor Sherwood

Seconded by Councillor Post

That the agenda and any addendums for the September 13, 2021 Council Meeting, be approved.

Carried

3. Disclosure of (Direct and Indirect) Pecuniary Interest

Councillor Peters declared a conflict on this item. (Declaration of Interest, Fire Hall)

3.1 Councillor Peters - Disclosure of (Direct and Indirect) Pecuniary Interest

Declaration of Interest, Fire Hall

4. Closed Meeting

Resolution 2021-295

Moved by Deputy Mayor Macintosh

Seconded by Councillor Taylor

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:

2021-08-09 Closed Council Minutes

Committee Appointments, Official Plan Steering Committee, CPS-2021-063

Personal matters about an identifiable individual, including municipal or local board employees.

Implications for Non-Decision Appeals by Cachet Developments (Orangeville) Inc. and Sarah Properties Ltd. and Options for the Humber Lands, INS-2021-051

A proposed or pending acquisition or disposition of land by municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
Confidential Verbal Report from Ed Brennan, CAO and John Hart, Town Solicitor
- ORDC Lands

Proposed or pending acquisition or disposition of land by the municipality or local board; Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Confidential Verbal Report from Ed Brennan, CAO - Vaccination Policy

Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Carried

Council recessed from 7:00 p.m. to 7:10 p.m.

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

Resolution 2021-296

Moved by Councillor Peters
Seconded by Councillor Taylor

That the 2021-08-09 Closed Council Minutes, be approved;

And that Committee Appointments, Official Plan Steering Committee, CPS-2021-063 regarding personal matters about an identifiable individual, including municipal or local board employees, be received;

And that Richard Majkot and Chris DeCastro be appointed to the Official Plan Steering Committee;

And that implications for Non-Decision Appeals by Cachet Developments (Orangeville) Inc. and Sarah Properties Ltd. and Options for the Humber Lands, INS-2021-051 regarding a proposed or pending acquisition or disposition of land by municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, be received;

And that Confidential Verbal Report from Ed Brennan, CAO and John Hart, Town Solicitor, ORDC Lands regarding proposed or pending acquisition or disposition of land by the municipality or local board, advice that is subject to solicitor-client privilege, including communications necessary for that purpose, be received;

And that Confidential Verbal Report from Ed Brennan, CAO, Vaccination Policy regarding advice that is subject to solicitor-client privilege, including communications necessary for that purpose, be received;

And that staff proceed as directed.

Carried

10. Adoption of Minutes of Previous Council Meeting

Resolution 2021-297

Moved by Councillor Post

Seconded by Councillor Andrews

That the minutes of the following meeting be approved:

2021-08-09 Council minutes

Carried

11. Presentation, Petitions and/or Delegation

**11.1 Kim Delahunt, President and CEO, Headwaters Health Care Centre,
Jennifer Hamilton, Director, Communications and Stakeholders,**

Headwaters Health Care Centre, Tom Reid, Chief, Dufferin County Paramedic Service, Hospital Foundation's Priority Campaigns

Kim Delahunt, President and CEO, Headwaters Health Care Centre, Jennifer Hamilton, Director, Communications and Stakeholders, Headwaters Health Care Centre, Tom Reid, Chief, Dufferin County Paramedic Service provided an overview of the Headwaters Health Care Centre 2021-2021 Annual Report.

11.2 John Lefebvre, HVAC Unit 55 C Line

John Lefebvre outlined his concerns with respect to the location of the HVAC unit on the building at 55C Line.

11.3 Randy Narine, Choices Youth Shelter, Men's Homelessness

Randy Narine, Choices Youth Shelter was unable to attend the meeting. Brian Scott, Choices Youth Shelter spoke to Council about the need for a men's homelessness shelter in Orangeville and indicated the need for funding.

11.4 Alison Scheel, General Manager Orangeville BIA, Sidewalk Decals, Sign Variance

Alison Scheel, General Manager Orangeville BIA identified locations where the BIA would like to place "Thanks for Shopping Local" decals.

11.5 Ed Brennan, CAO, Andrea McKinney, General Manager Corporate Services, Raymond Osmond, General Manager Community Services, Doug Jones, General Manager Infrastructure Services, Strategic Plan Progress Report and Corporate 2020 Accomplishments

Ed Brennan, CAO, Andrea McKinney, General Manager Corporate Services, Raymond Osmond, General Manager Community Services and Doug Jones, General Manager Infrastructure Services provided an overview of the 2020 Strategic Plan accomplishments.

11.6 Andrew Wildeboer, Applicant, 690 Broadway Development

Andrew Wildeboer, applicant for the 690 Broadway Development indicated to Council that he was in support of the proposed development and would remain available to answer any questions of Council when the staff report is being discussed later in the meeting.

12. Staff Reports

12.1 Strategic Plan Progress Report 2021, CAO-2021-008

Resolution 2021-298

Moved by Councillor Peters

Seconded by Councillor Sherwood

That report CAO-2021-008, Strategic Plan Progress Report 2021, be received.

Carried

12.2 Sign Variance Application – Orangeville BIA, CPS-2021-068

Resolution 2021-299

Moved by Councillor Taylor

Seconded by Councillor Sherwood

That report CPS-2021-068, regarding Sign Variance Application – Orangeville BIA, be received;

And that Council grant a variance to Sign By-law 28-2013, as amended to permit the placement by the Orangeville BIA of twenty-five (25) sidewalk decals on public property measuring 25” in diameter in the following locations conditional upon obtaining a Road Occupancy Permit:

- **Between John Street & Third/Wellington (Qty 20)**
- **Little York Street (Qty 1)**
- **Second Street between Broadway & First Ave (Qty 1)**
- **First Street between Broadway & First Ave (Qty 1)**
- **Mill Street between Broadway & Little York/Armstrong Streets (Qty 2)**

Carried

12.3 Procurement Activities 2020 Report, CPS-2021-062

Resolution 2021-300

Moved by Councillor Andrews

Seconded by Councillor Post

That report CPS-2021-062, regarding the Town's Procurement Activities for 2020, be received.

Carried

12.4 2022 Council Meeting Schedule, CPS-2021-056

Resolution 2021-301

Moved by Councillor Peters

Seconded by Deputy Mayor Macintosh

That report CPS-2021-056, 2022 Council Meeting Schedule, be received;

And that Council adopt the 2021 Council Meeting Schedule amendments as outlined in report CPS-2021-056;

And that Council adopt the 2022 Council Meeting Schedule as outlined in report CPS-2021-056.

Carried

12.5 Budget 2022 Schedule and Direction, CPS-2021-064

Resolution 2021-302

Moved by Councillor Andrews

Seconded by Deputy Mayor Macintosh

That report CPS-2021-064 dated September 13, 2021, Budget 2022 Schedule and Direction, be received;

And that Council endorse receiving a 5-year budget outlook for Operating Budget and a 10-year budget outlook for Capital Budget deliberations;

And that Council approve maintaining of the cost-of-living allowance equivalent to the same level as 2020 of 2% as a guideline to report a budget for non-union staff salary and benefits in the proposed 2022 budget.

Carried Unanimously

12.6 Integrity Commissioner Costs, CPS-2021-065

Resolution 2021-303

Moved by Councillor Post

Seconded by Councillor Sherwood

That report CPS-2021-065, Integrity Commissioner Costs, be received.

Carried

12.7 15-17 York Street: Demolition on a Municipal Heritage Register Property, INS-2021-048

Resolution 2021-304

Moved by Councillor Andrews

Seconded by Councillor Peters

That report INS-2021-048, 15-17 York Street, Demolition on a Municipal Heritage Register Property, be received;

And that Council not oppose the demolition of a one (1) storey rear portion of the existing dwelling on the property.

Carried

12.8 670-690 Broadway, Recommendation Report, RZH-2021-01, RD-2021-2 and RD-2021-03, INS-2021-049

Resolution 2021-305

Moved by Councillor Peters

Seconded by Deputy Mayor Macintosh

That report INS-2021-049, 670-690 Broadway, Recommendation Report, RZH-2021-01, RD-2021-02 and RD-2021-03, be received;

And that the Removal of Holding (H) Symbol Application (RZH-2021-01) be approved;

And that Council pass a By-law to remove a Holding (H) Symbol on lands legally described as Parts 1 and 2, Plan 7R-6535 and Part of Lot 5, Concession C, Geographic Township of East Garafraxa, Town of Orangeville, County of Dufferin, municipally known as 670 and 690 Broadway;

And that Council allocate water and sewage treatment services to the proposed 33 townhouse units;

And that Residential Demolition Applications (RD-2021-02 and RD-2021-03), be approved, subject to the following conditions:

- 1. That Site Plan Application SPA-2020-12 be approved and a Site Plan Agreement be executed prior to the issuance of any demolition permits;**
- 2. That the applicant construct and substantially complete the new buildings to be erected on the subject property no later than two (2) years from the date of the issuance of the demolition permit;**
- 3. That the existing wells be decommissioned to the satisfaction of the Town of Orangeville, and in accordance with Regulation R.R.O. 1990, Reg. 903; and**
- 4. That a Construction Waste Management Plan be implemented by the developer.**

Carried

12.9 287A Broadway, Recommendation Report, RZH-2021-02, INS-2021-050

Resolution 2021-306

Moved by Councillor Taylor

Seconded by Councillor Andrews

That report INS-2021-050, 287A Broadway, Recommendation Report, RZH-2021-02, be received;

And that the Removal of Holding (H) Symbol Application (RZH-2021-01) be approved;

And that Council pass a By-law to remove a Holding (H) Symbol on lands legally described as Part of Lots 1, 2, 3, 4, 5, 16 & 17, Block 1, Registered Plan 237, Town of Orangeville, County of Dufferin, municipally known as 287A Broadway.

Carried

13. Correspondence

Resolution 2021-307

Moved by Deputy Mayor Macintosh
Seconded by Councillor Andrews

That the following correspondence be received:

Anita Isaac, Pine Trees

Orangeville Blues and Jazz Festival, Thank-you

Township of Mulmur, Truth and Reconciliation Call to Action

Town of Mono, Resignation of Mayor

Town of Mono, Appointment of Mayor and Deputy Mayor

Rob Hardwood-Jones and Annie Hardwood Jones, RZ-2021-02

Jayne Avruskin, RZ-2021-02

Proclamation, Truth and Reconciliation Day;

And that September 30, 2021 be proclaimed as National Day of Truth and Reconciliation in the Town of Orangeville.

Carried

14. Committee/Board Minutes

Resolution 2021-308

Moved by Councillor Peters
Seconded by Councillor Sherwood

That the minutes of the following meetings be received:

2021-07-07 Committee of Adjustment

2021-08-04 Committee of Adjustment

2021-07-22 Men's Homelessness Committee

2021-08-12 Men's Homelessness Committee

Carried

15. Notice of Motion Prior to Meeting

Resolution 2021-309

Moved by Councillor Sherwood
Seconded by Councillor Post

Whereas there have been concerns by residents during this past camping season regarding trailers parked in residential driveways;

And Whereas residents could not see around the trailer as they backed out of their driveway on to Town streets;

And Whereas this created a local safety hazard;

And Whereas trailers were longer than the residential driveway in which it was parked which caused the trailer to extend into the street or past the curb;

And Whereas other municipalities currently offer the following by-laws regarding parking in a residential driveway:

- Newmarket - only permitted in R1 or R2 zones up to 7m in length exclusive of hitch or tongue in driveway for up to 72 hours in one calendar month;
- Mississauga - allow parking in driveway up to 5.2 meters in length/2m in height. Up to 7 m in length/3m in height in driveway up to 72 hours per month;
- Brampton - The only trailer permitted in the front or exterior side yard is a recreational trailer, and it must be parked on a driveway. The trailer must not pose a safety/visibility hazard and must not overhand a sidewalk or curb. Generally, a trailer in this location cannot exceed 5 metres (16'5") in length, and 1.8 metres (5'11") in height. For recreational trailers that exceed these dimensions, but do not exceed 7 metres (23") in length, and 3 metres (9'10") in height, the trailer may be parked in the driveway for a period of no more than 72 hours (consecutive), twice per calendar month.

Therefore Council requests staff to update the Town's Zoning By-law, effective June, 2022 to reflect that all vehicles and equipment which park in a residential drive within Orangeville must not overhang the length of the driveway.

Carried

16. Notice of Motion at Meeting

Mayor Brown advised that he will be making a motion at the September 27, 2021 meeting regarding funding for a men's homeless shelter.

17. New Business

Councillor Peters advised that there will be a tree planting on October 2, 2021 at Harvey Curry Park with sign up being done through the Credit Valley Conservation website.

Councillor Taylor indicated that Theatre Orangeville is currently presenting the production Josiah.

Councillor Sherwood thanked Town staff for their work on the Summer Concert Series.

18. Question Period

None.

19. By-Laws

Resolution 2021-310

Moved by Deputy Mayor Macintosh
Seconded by Councillor Taylor

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

A by-law to permit the Kin Club of Orangeville to hold a road toll fundraising event at the intersections of Third Street and Fourth Avenue on September 18, 2021 from 9:00 a.m. to 4:00 p.m.

A by-law to amend Zoning By-Law No. 22-90 as amended, with respect to Parts 1 and 2, Plan 7R-6535 and Part of Lot 5, Concession C, Geographic Township of East Garafraxa, Town of Orangeville, County of Dufferin, Municipally known as 670 and 690 Broadway.

A By-law to amend Zoning By-law No. 22-90 as amended,with respect to Part of Lots 1, 2, 3, 4, 5, 16 & 17, Block 1, Registered Plan 237, municipally known as 287A Broadway.

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 September 13, 2021.

Carried

20. Adjournment

Resolution 2021-311

Moved by Councillor Taylor
Seconded by Councillor Peters

That the meeting be adjourned at 9:37 p.m.

Carried

Sandy Brown, Mayor

Karen Landry, Clerk

Subject: 41 William Street, Recommendation Report, RZ-2021-01

Department: Infrastructure Services

Division: Planning

Report #: INS-2021-054

Meeting Date: 2021-09-27

Recommendations

That report INS-2021-054, 41 William Street, Recommendation Report, RZ-2021-01, be received;

And that the Zoning By-law Amendment Application (RZ-2021-01), be approved;

And that Council pass a By-law to amend Zoning By-law No. 22-90, as amended, to rezone Lots 8 and 9, Block 1, Plan No. 216, Town of Orangeville, County of Dufferin, municipally known as 41 William Street, from Residential Second Density (R2) Zone, to Residential Third Density (R3) Zone, with Special Provision 24.228 and subject to a Holding (H) Symbol, to permit an additional detached and semi-detached dwelling.

Background

On March 10, 2021, a site-specific Zoning By-law Amendment application was submitted by MHBC Planning Ltd. on behalf of the owner of the subject property at 41 William Street. The subject property is a corner lot located on the northeast corner of William and Hannah Streets. It is situated within a mature residential neighbourhood comprised predominantly of single detached dwellings, with some semi-detached dwellings and low-rise apartments interspersed throughout the area. The location of the subject lands is shown on Attachment 1.

The subject property is comprised of what was originally two separate lots (Lots 8 and 9) created through the original Plan of Subdivision (Plan 216) that set the current lot fabric for the neighbourhood. Because the property consists of two original detached lots and was never developed as such, it is the largest detached dwelling property in the neighbourhood. It is approximately 1,211 square metres in size and has a frontage of approximately 29.96 metres on William Street and 40.32 metres of flankage (exterior side yard) along Hannah Street.

An existing 1 and ½-storey single detached dwelling is situated centrally within the subject lands, more specifically on the Lot 8 portion of the site. The existing dwelling was built in 1878 and is listed as a [non-designated property on the Town's Municipal Heritage Register of properties of cultural heritage value or interest](#). The property also contains a detached garage located to the rear of the dwelling, with a driveway access located on Hannah Street.

Development Proposal

The applicant is proposing to construct a new single detached dwelling near the corner of William Street and Hannah Street, with a new driveway access on William Street. A new semi-detached dwelling is also proposed to be constructed on Hannah Street, to the rear of the existing detached dwelling. The existing dwelling located on the property is to remain and will continue to function as a detached dwelling, with a new driveway access on William Street. Attachment 2 includes a site plan illustrating the proposed new dwelling locations relative to the existing detached dwelling to remain on the property.

Analysis

Subsection 3(5) of the Planning Act states that where a municipality is exercising its decision-making authority affecting a planning matter, such decisions “shall be consistent with” policy statements issued under the Act and “shall conform to”, or “shall not conflict with” the provincial plans that are in effect on that date. The following provides an analysis of the proposal’s adherence to provincial, County and Town planning policy in support of the recommendation for Council’s decision concerning this application.

Provincial Policy Statement (2020)

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. PPS policies require municipalities to facilitate the development of compact, complete communities in a manner that encourages efficient use of existing infrastructure and public service facilities, while protecting public health and safety and the natural environment.

This Zoning By-law amendment application is consistent with the policies of the PPS because the approval of this amendment would assist in:

- promoting cost-effective development to minimize land consumption and servicing costs (Section 1.1.1);
- contributing to land use patterns within a settlement area that are based on densities and a mix of land uses which a) efficiently use land and resources; and b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available (Section 1.1.3.2);

- accommodating a significant supply and range of housing options through intensification and redevelopment where this can be accommodated, taking into account existing building stock or areas (Section 1.1.3.3);
- implementing the minimum targets for intensification and redevelopment within built-up areas, as established by the County and Town (Section 1.1.3.5);
- promoting appropriate development standards which facilitate intensification, redevelopment and compact form while avoiding or mitigating risks to public health and safety (Section 1.1.3.4); and
- providing for an appropriate range and mix of housing options and densities to meet needs of current and future residents by permitting all types of residential intensification, including additional units and redevelopment in accordance with policy 1.1.3.3 (Section 1.4.3 b).

Growth Plan for the Greater Golden Horseshoe (2019)

The provincial Growth Plan (A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019) provides an overall growth strategy for the Greater Golden Horseshoe region aiming to create compact, vibrant and complete communities by directing new growth and development (i.e., residential and employment) to occur within settlement areas. To achieve this, Growth Plan policies focus on facilitating a diverse range of housing and employment uses, high quality public open spaces, easy access to local amenities and protection of cultural heritage resources.

This Zoning By-law amendment application conforms to the policies of the Growth Plan because the approval of this amendment would contribute to:

- focusing growth to a delineated built-up area within a settlement area that has existing municipal water and wastewater systems (Section 2.2.1);
- achieving the minimum intensification target that applies to the County of Dufferin for all residential development occurring annually (Section 2.2.2.1 b)); and
- supporting the achievement of a complete community through providing a diverse range and mix of housing options (Section 2.2.1.4).

County of Dufferin Official Plan

The subject lands are located within the “Built Boundary” of Orangeville’s “Urban Settlement Area” designation on Schedule ‘B1’ in the County of Dufferin Official Plan (County OP).

Urban Settlement Areas are to function as focal points for growth in the County OP, accommodating a broad range of uses. These are areas that have full municipal services (i.e., sewage, water and stormwater management) and therefore support a broad range of land uses and densities, including a mix of housing types, affordable housing options, commercial, institutional and employment uses.

The “Built Boundary” reflects the general extent of lands within the settlement area that are currently developed. These areas are expected to accommodate future growth through intensification and infill development opportunities. The County OP acknowledges that while there may be limited opportunities for intensification and infill development, there are advantages to facilitating growth in this manner, including efficient land consumption, and optimizing the use of existing infrastructure and public service facilities. The County OP therefore directs that a minimum of 50% of new residential development occurring annually within the Town is to be developed within the Built Boundary. Its policies encourage intensification developments that are of an appropriate scale and character relative to their surroundings and provide criteria to assist the County and local municipalities in evaluating future intensification developments

This Zoning By-law amendment application conforms to the policies of the County OP.

Town of Orangeville Official Plan

The Town’s Official Plan (OP) designates the subject property as ‘Residential’ (Schedule ‘A’: Land Use Plan) and ‘Low-Density’ (Schedule ‘C’: Residential Density Plan). Single-detached and two-unit dwellings are permitted by this designation framework to a maximum density of 25 units per net developable hectare. The proposed development involves an additional detached dwelling and semi-detached dwelling, which are permitted uses within the Low-Density Residential policies of the OP.

New growth occurring through intensification within built-up areas is encouraged at all levels of our planning policy hierarchy, including the Provincial Policy Statement (PPS), the Growth Plan for the Greater Golden Horseshoe, and the County of Dufferin Official Plan and the Town’s OP. Given the obligation for the Town’s OP to align with this policy framework, the importance of encouraging and accommodating future growth through intensification is stated throughout the Town’s OP. For instance, the general Live/Work policies of the plan stipulate that future population and employment growth will be accommodated by “directing a significant portion of new growth to the built-up area through intensification (Section D9.2.4). In addition, a key objective of the residential policies of the Plan stipulates that “Council supports the intensification of previously developed areas where appropriate in order to maximize the use of the Town’s limited land and infrastructure resources” (Section E1.2.5).

Section E1.11 of the Town’s OP provides policy direction with respect to facilitating residential growth through infill and intensification developments. The policies stipulate

a target for a minimum of 50% of all residential development occurring annually within the Town to be situated within the built boundary.

Recognizing the challenges of facilitating new intensification developments within existing built-up neighbourhoods, the OP designates certain sites or areas intended for future intensification (Schedule 'B1'). This intends to pre-emptively identify sites that are suitable candidates for future intensification, where development for such purposes would proceed through a further evaluation and approval process. Intensification policies of the Plan recognize that the designation of such sites is not static, and potential sites will be identified on an on-going basis (Section E1.11.1). These policies prescribe the following criteria for how intensification areas are selected (Section E1.11.2):

- i) existing vacant or underutilized lots within previously-developed areas;
- ii) where there is potential on a property for infill development; or
- iii) there is potential to expand or convert existing buildings.

The subject lands are not identified as an Intensification Area on Schedule 'B1'. However, the collective policy framework of the OP does not explicitly prevent intensification development proposals from proceeding outside of identified Intensification Areas. In other words, it does not restrict intensification developments to proceed only within the Intensification Areas identified on Schedule 'B1'. When intensification developments are proposed on lands not identified as an Intensification Area on Schedule 'B1', it is prudent to consider whether the subject lands fulfill the above-noted criteria. It is Planning Division staff's opinion that the subject property meets the above-noted criteria for potential intensification and is a suitable site for considering future intensification.

For the Town to evaluate intensification developments, the policies prescribe an additional series of criteria to be addressed when considering such developments. This criteria includes:

- a) compatibility with adjacent buildings and adjacent residential areas;
- b) shadowing and access to sunlight for such areas as adjacent private property, public parks and sidewalks, etc.;
- c) urban design impacts and alternative design options, including scale and the relationship to adjacent street widths; and
- d) energy use and green building performance.

This Zoning By-law amendment application conforms to the policies of the Town OP because the proposed development would contribute to:

- increasing the supply of good quality living accommodations with a full range of types, densities and architectural forms (Section B2.2);
- providing a balanced range of housing that meets a variety of needs in terms of size, type, ownership status and location (Section E1.2.3);
- achieving the intensification target of 50% of all residential development occurring annually to be situated within the 'Built Boundary' (Section E1.11.8);
- the economic vitality and community value of the Central Business District (Section E1.11); and
- the creation of a complete community that provides a diverse mix of land uses, high quality of urban design, and complements the established character of the neighbourhood (Section E1.11.7).

Town of Orangeville Zoning By-law No. 22-90

The subject property is zone Residential Second Density (R2) in the Town's Zoning By-law (No. 22-90, as amended). The R2 zone only permits single detached dwellings. Because the proposed development includes a semi-detached dwelling, the applicant has filed a Zoning By-law amendment application to re-zone the subject lands to Residential Third Density (R3) Zone, which permits both single detached and semi-detached dwelling types.

Special Site-specific Standards

Several site-specific zone standards are also proposed to be applied to the subject property through this amendment. These standards generally include reductions to minimum lot dimensions (i.e., area and frontage), yard setbacks (i.e., rear and side yards) and maximum lot coverage requirements, in comparison to the prevailing requirements of the R3 Zone. The maximum building height and minimum front yard setback requirements of the R3 Zone will be met by the proposed development without needing additional reductions (or increases) to these standards. The proposed Zoning By-law Amendment is included as Attachment No. 3.

The nature of the site-specific zone standards proposed for this development are similar to the type of reductions often sought for intensification developments of this type. Since residential intensification developments typically consists of more concentrated dwelling formats within existing sites, they necessitate special standards in comparison to the prevailing zone category. Notwithstanding this, many of the special provisions proposed by this amendment also relate to an irregularity in the original lot fabric in this location. The right-of-way boundary for Hannah Street staggers along the subject property and the adjacent lands to the northeast. This is caused by a difference between two original abutting historic subdivision plans. Plan 216 (approved in 1873) contains the subject properties (Lots 8 and 9) and provides a wider right-of-way width for this section of Hannah Street. The abutting plan to the northeast is Plan 195 (approved in 1870) provides a narrower right-of-way for Hannah Street, in comparison to what is provided for in Plan 216. This created a stagger in the Hannah Street right-of-way boundary. As

the Hannah Street roadway physically extends linearly within its right-of-way limits across these two plans, it provides a greater physical separation to the subject property than it does for the neighbouring lots in the abutting Plan. This means that with buildings being setback at a similar distance to the physical roadway along Hannah Street, the subject property will have reduced setbacks and lot dimensions, in comparison to neighbouring properties.

Prohibition on Second Dwelling Units

The Town’s Official Plan and Zoning By-law permit second dwelling units in any detached and semi-detached dwelling, subject to meeting criteria related to parking and dwelling access. This recognizes that these are the housing types that are generally the most conducive to facilitating second dwelling units. This is because accommodating second units in existing dwellings can sometimes create challenges with respect to facilitating adequate parking, sufficient resident access and amenity space, and so-on. The Zoning By-law provisions attempt to address these factors with respect to parking and access requirements. Notwithstanding this, concerns were expressed from the public regarding the ability of this proposed intensification development to accommodate second dwelling units in the future. Concerns are that this would introduce additional residents causing parking challenges and increased residential density that may not be suitable for this site. To address these concerns, a site-specific provision has been included in the amending By-law to prohibit future second dwelling units for the proposed semi-detached dwellings facing Hannah Street.

Holding (H) Symbol

The proposed Zoning By-law amendment applies a Holding (H) Symbol to the portions of the subject property proposed for new dwelling units. The “H” Symbol will not apply to the existing dwelling portion of the property.

The “H” Symbol prevents any future development from proceeding as permitted by the By-law, until all conditions specified by the “H” Symbol have been satisfied. Removal of this Holding (H) Symbol requires a subsequent Zoning By-law amendment application submission, with approval granted by Council if it is demonstrated that all conditions have been fulfilled.

The Holding (H) Symbol included in this Zoning By-law amendment contains several conditions to ensure that specific elements of this application are developed according to what has been submitted for approval through this amendment. The following table lists the holding provisions to be applied and provides a rationale for their inclusion:

Holding Provision	Rationale
1. That there is sufficient water supply and sewage treatment capacity to	This is a standard condition to ensure the appropriate servicing capacity needed to accommodate the proposed development is formally

<p>service the development or portion thereof as the case may be.</p>	<p>allocated to the development before it proceeds to construction.</p>
<p>2. a satisfactory servicing plan has been submitted to the Town and that all required water and wastewater services have been installed to the satisfaction of the Town; and</p>	<p>Existing servicing infrastructure is located on William Street, which will be utilized to serve the proposed new dwellings. The proposed detached dwelling would utilize servicing connections already in place. Water and sanitary services will be extended along Hannah Street to serve the proposed semi-detached dwellings, which will be implemented at the owner's expense. This condition ensures that this is completed to the satisfaction of the Town and is in place before the proposed dwellings can be constructed.</p>
<p>3. the Owner has entered into a Development Agreement with the Town, to be registered on title, which includes the following obligations for the owner to:</p>	
<p>a) implement low impact development (LID) measures recommended in a Functional Servicing Report and Preliminary Water Balance, to the satisfaction of the Town;</p> <p>b) include warning clauses in any purchase and sale agreements for the new dwelling lots, advising future owners of the presence and function of the LID features, along with recommended maintenance practices;</p>	<p>This condition obligates the owner to ensure that the proposed LID features will be implemented to the satisfaction of the Town. It will also ensure that warning clauses are in place for future purchasers to bring awareness to the presence of the LID features and their maintenance requirements.</p>
<p>c) carry-out tree protection measures and any compensation planting as recommended in an Arborist report, all to the satisfaction of the Town</p>	<p>The applicant has submitted a tree protection and compensation plan, which identifies trees within, and immediately adjacent to the property that will require protection. It also identifies trees that will be removed and proposes additional trees to be planted to compensate for these removals. This condition obligates the owner to ensure that the tree protection</p>

	and planting compensation measures are fulfilled to the satisfaction of the Town.
d) submit a site plan and building elevations to the satisfaction of the Planning Division, for any new single detached dwelling, prior to the submission of any building permit application to the Town.	This condition intends to ensure that the appearance and design of the proposed detached dwelling is compatible with the adjacent existing detached dwelling, which is on the Town’s Municipal Heritage Register as a listed (non-designated) property.

Review and Consultation

Internal Departments and External Agencies

The applications and supporting documentation were circulated to internal departments and external agencies for comment, pursuant to the mandate and technical area of expertise of each reviewing department/agency. All departments and agencies circulated have concluded their reviews expressing no concerns with the proposed development. They have confirmed that the proposed development and supporting materials are satisfactory, and any remaining interests in this development can be satisfied through the remaining approval process described later in this report.

Public Consultation

A public meeting was held in accordance with the Planning Act requirements on June 7, 2021. The purpose of this meeting was to provide an opportunity for the applicant to present their application to the public and Council, to receive comments, and answer any questions raised about the proposed development.

Comments and concerns were expressed at the public meetings seeking clarification on certain aspects of the proposal and responses were provided by Planning division staff and the applicant’s representative in attendance at the meeting. The comments raised at the meeting which required further exploration as part of the application review process, as well as staff responses, are summarized in the Public Comment Response table included as Attachment 4.

Summary and Next Steps

Based on the analysis contained herein, this Zoning By-law amendment and development proposal:

- i. are consistent with the Provincial Policy Statement (2020);
- ii. conform to the Growth Plan for the Greater Golden Horseshoe, 2019;

- iii. conform to the County of Dufferin Official Plan; and
- iv. conform to the Town's Official Plan.

The proposed development represents an appropriate form of intensification for the subject lands and surrounding neighbourhood. Alternative dwelling types and forms have been explored before filing this application, which could involve greater magnitudes of intensification and density for this site. Although such development formats could also align with policies that encourage intensification efforts, the proposed development represents a more modest degree of intensification and consists of dwelling types that are compatible with the surrounding neighbourhood. Furthermore, the development proposal maintains the existing dwelling on the property that is identified as a municipal heritage register property. Other intensification development approaches that could be pursued for this property would likely necessitate the removal of this dwelling as part of the redevelopment of the site.

Pending approval of this Zoning Bylaw amendment, the following additional approvals will be required:

1. **Removal of the Holding (H) Symbol:** to confirm that the conditions outlined above have been addressed to the satisfaction of the Town.
2. **Building Permit:** The proposed development involves new single-detached and semi-detached dwellings, as well as residential zone categories that are not subject to Site Plan Control per the Town's Site Plan Control By-law. Therefore, an application for Site Plan Approval will not be required for this development to proceed. All applicable Building Permit approvals would be required under the Ontario Building Code.
3. **Lot Creation through Part Lot Control Exemption:** Since the subject properties are lots within an original plan of subdivision, they may be subdivided through an application for exemption from the Part Lot Control provisions of the Planning Act. This is an effective way to allow the lot creation to proceed for this development, since it would follow the planning process undertaken with respect to this Zoning By-law amendment application.

Strategic Alignment

Orangeville Forward – Strategic Plan

Priority Area: Sustainable Infrastructure

Objective: Plan for Growth

Sustainable Neighbourhood Action Plan

Theme: Land Use and Planning

Strategy: Co-ordinate land use and infrastructure planning to promote healthy, liveable and safe communities.

Notice Provisions

The applications were received on March 10, 2021 and deemed complete by Planning Division staff on April 16, 2021. In accordance with the requirements of the Planning Act, on April 22, 2021, a Notice of Complete Application and Public Meeting was:

- i. circulated to all property owners within 120 metres of the subject property;
- ii. advertised in the Orangeville Citizen;
- iii. published to the Town website; and
- iv. posted via signage on the subject property.

An additional Notice of Public Meeting was advertised in the Orangeville Citizen and published to the Town website on May 13, 2021.

Financial Impact

There are no anticipated financial impacts to the Town arising from this Report.

Respectfully submitted

Prepared by

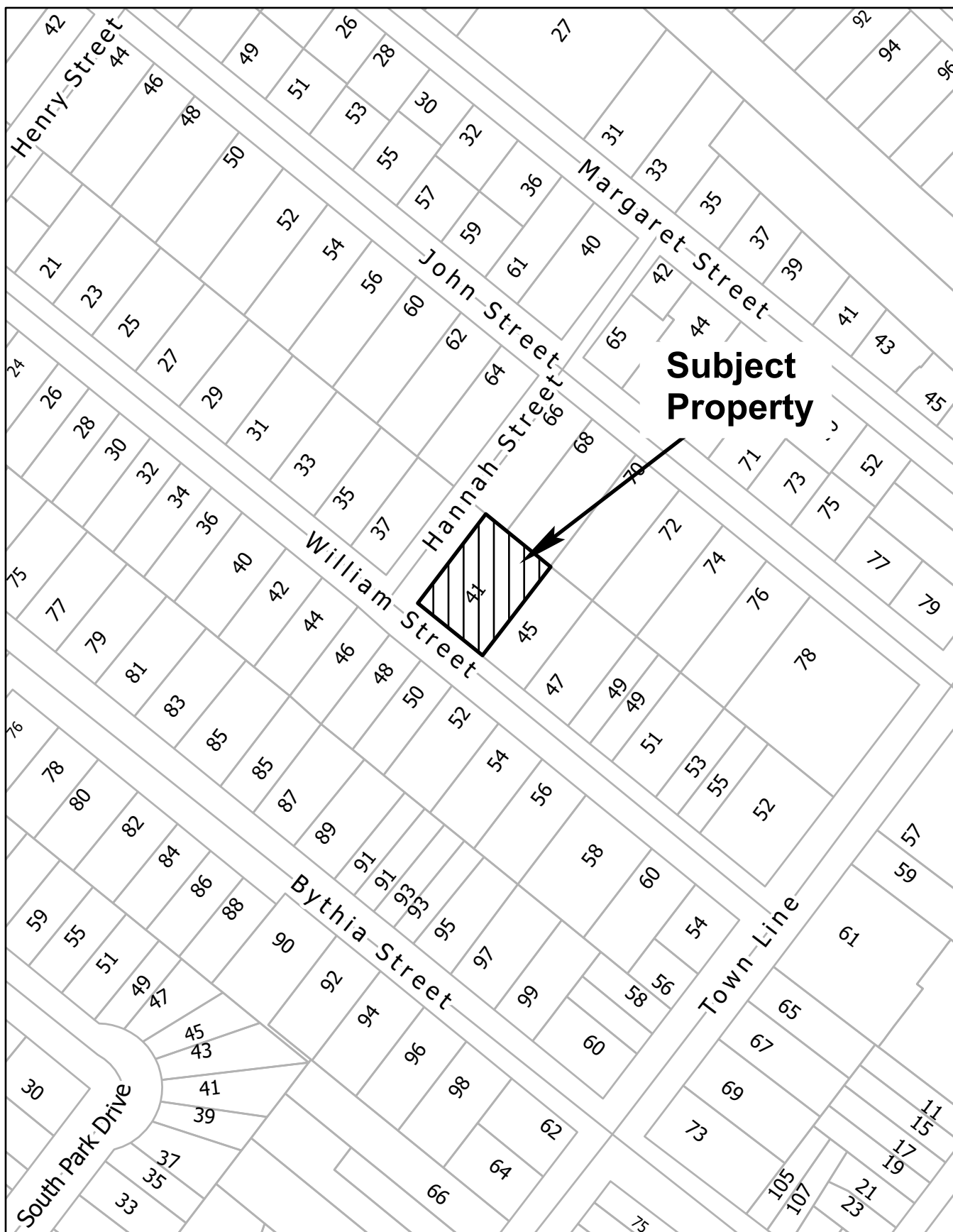
Douglas G. Jones, M.E.Sc., P. Eng.
General Manager, Infrastructure Services
Example:

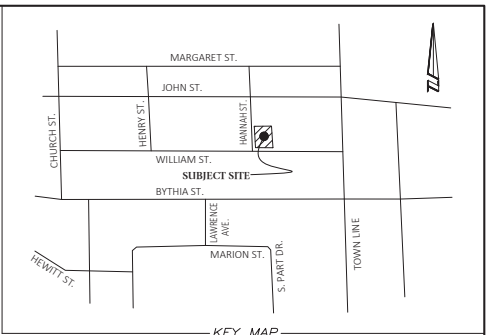
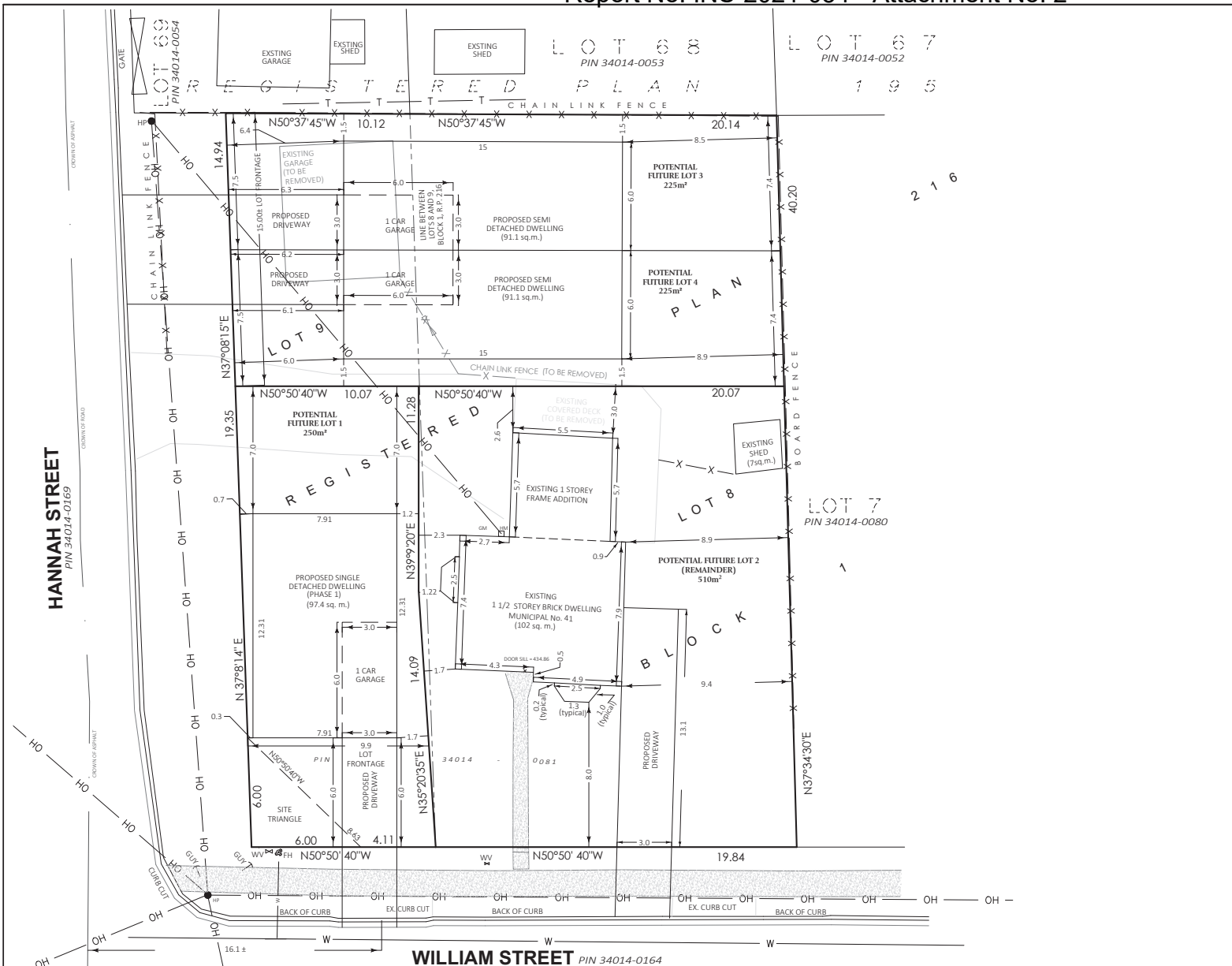
Brandon Ward, MCIP, RPP
Manager, Planning

Attachment(s):

1. Location Map
2. Proposed Site Plan
3. Zoning By-law Amendment
4. Public Comment Response Table

Location Map
File: RZ-2021-01
Applicant: MHBC Planning Ltd.





DEVELOPMENT SKETCH SHOWING FUTURE LOT CREATIONS AND PROPOSED FEATURES ON 41 WILLIAM STREET TOWN OF ORANGEVILLE
 SCALE 1 : 150
 VAN HARTEN SURVEYING INC.

PROPERTY DESCRIPTION
 PIN 34014 - 0081
 LOTS 9 AND 9, BLOCK 1, REGISTERED PLAN 216
 TOWN OF ORANGEVILLE
 COUNTY OF DUFFERIN

BOUNDARY NOTE:
 BOUNDARIES SHOWN IN HEAVY OUTLINE ARE BASED ON RECORDS OF VAN HARTEN SURVEYING INC.

NOTE:
 THIS IS NOT A PLAN OF SURVEY
 ALL DIMENSIONS AS SUBJECT TO FINAL SURVEY
 BOUNDARY AND TIES SHOWN ON THIS PLAN ARE APPROXIMATE.

SITE STATISTICS
 ZONING BY-LAW 22-90
 EXISTING ZONING: RESIDENTIAL SECOND DENSITY (R2) ZONE (EXISTING)
 PROPOSED ZONING: RESIDENTIAL THIRD DENSITY (R3) ZONE WITH SITE SPECIFIC REGULATIONS

REQUIRED (R3) - SINGLE DETACHED DWELLINGS

- MINIMUM LOT AREA = 464m²
- MINIMUM LOT FRONTAGE = 15m (17m CORNER LOT)
- MINIMUM FRONT YARD = 6.0m
- MINIMUM EXTERIOR SIDE YARD = 3.5m
- MINIMUM INTERIOR SIDE YARD = 1.2m, 1-storey (1.5 for multi storey)
- MINIMUM REAR YARD = 7.0m
- MAXIMUM LOT COVERAGE = 40% - 1 storey (35% for multi storey)
- MAXIMUM BUILDING HEIGHT = 9.2m

FUTURE LOT 1 (R3)

- 250m²*
- 9.93m (CORNER LOT) *
- 6.0m
- 0.3m*
- 1.20m*
- 7.0m
- 39%
- 9.2m

FUTURE LOT 2 (REMAINDER) (R3)

- 510m²
- 19.84m
- 7.55m
- N/A
- 1.22m (TO BAY WINDOW - PERMITTED UNDER SECTION 5.22 OF BY-LAW)
- 2.55m*
- 21.3%
- 7.6m +/-

REQUIRED (R3) - SEMI-DETACHED DWELLINGS

- 275m² (PER DWELLING UNIT)
- 9.1m (PER DWELLING UNIT) INTERIOR LOT)
- 6.0m
- 3.5m
- 1.2m, 1-storey (1.5 for multi storey)
- 7.0m
- 40% - 1 storey (35% for multi storey)
- 9.2m

FUTURE LOT 3 (R3)

- 225.5m²
- 15m
- 6.0m
- N/A
- 1.5
- 8.5m
- 40%
- 9.2m

FUTURE LOT 4 (R3)

- 225.5m²
- 15m
- 6.0m
- N/A
- 1.5
- 8.5m
- 40%
- 9.2m

*NOTE: NON-CONFORMING ITEMS TO BE ADDRESSED THROUGH SITE SPECIFIC REGULATIONS

3	EEL	SEPT 02-21	REVISED AS PER COMMENTS BY TOWN OF ORANGEVILLE
2	FCF	FEB 19-21	REVISED AS PER COMMENTS BY MHBC
1	FCF	FEB 19-21	INITIAL DRAFT - PHASE 2
No.	BY	DATE	REVISION

Van Harten SURVEYING INC.
 LAND SURVEYORS and ENGINEERS

Elimba Ph: 519-669-5070 Guelph Ph: 519-821-2763 Orangeville Ph: 519-940-4110

www.vanharten.com info@vanharten.com

DRAWN BY: FCF CHECKED BY: EEL PROJECT No. 28531-20

Sep 02, 2021 1:49pm
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The Corporation of the Town of Orangeville

By-law Number _____

**A By-law to amend Zoning By-law No. 22-90 as amended,
with respect to Lots 8 and 9, Block 1, Plan No. 216, Town of
Orangeville, County of Dufferin, municipally known as**

41 William Street

Duncan Shaw, RZ-2021-01

Whereas the Council of the Corporation of the Town of Orangeville is empowered to pass By-laws to permit the use of land pursuant to Sections 34 and 36 of the Planning Act, RSO 1990, as amended;

And whereas Council considers it desirable to pass a By-law to amend Zoning By-law No. 22-90, as amended, to permit single detached and semi-detached dwellings Lots 8 and 9, Block 1, Plan No. 216, Town of Orangeville, County of Dufferin, municipally known as 41 William Street.

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

1. That Schedule "A", Map D5 to Zoning By-law No. 22-90, as amended, is hereby further amended by rezoning the lands as depicted on Schedule "A" attached to this By-law.
2. That Section 24 of By-law 22-90, as amended, is hereby further amended by adding the following thereto:

"24.228 Notwithstanding Section 9.2 (*Regulations for Single-Detached Dwellings and Group Homes*), the following regulations shall apply to the lands zoned Residential Third Density (R3) Zone, SP 24.228:

Lot area (minimum)

- Corner lot

250 square metres

Lot frontage (minimum)	
- Corner Lot	9.3 metres
Exterior side yard (minimum)	0.3 metres
Interior side yard (minimum)	1.2 metres
Rear yard (minimum)	
- Interior lot	2.5 metres
- Corner lot	6.5 metres
Coverage (maximum)	
- Two or more storeys	40%

Notwithstanding Section 9.3 (*Regulations for Semi-Detached Dwellings*), the following regulations shall apply to the lands zoned Residential Third Density (R3) Zone, SP 24.228:

Lot area (minimum)	224 square metres per dwelling unit
Lot frontage (minimum)	
- Interior lot	7.5 metres per dwelling unit
Coverage (maximum)	
- Two or more storeys	41%

Notwithstanding Section 5.29 (Second Dwelling Units), a second dwelling unit shall not be permitted in any half of a semi-detached dwelling.

Holding Symbol

The Holding Symbol (H) shall only be removed from all or a portion of the lands when the Town is satisfied that:

- 1) there is sufficient water supply and sewage treatment capacity to service the development or portion thereof as the case may be;
- 2) a satisfactory servicing plan has been submitted to the Town and that all required water and wastewater services have been installed to the satisfaction of the Town; and
- 3) the Owner has entered into a Development Agreement with the Town, to be registered on title, which includes the following obligations for the owner to:

- a) implement low impact development (LID) measures recommended in a Functional Servicing Report and Preliminary Water Balance, to the satisfaction of the Town;
- b) include warning clauses in any purchase and sale agreements for the new dwelling lots, advising future owners of the presence and function of the LID features, along with recommended maintenance practices;
- c) carry-out tree protection measures and any compensation planting as recommended in an Arborist report, all to the satisfaction of the Town; and
- d) submit a site plan and building elevations to the satisfaction of the Planning Division, for any new single detached dwelling, prior to the submission of any building permit application to the Town.

Passed in open Council this 27th day of September, 2021.

Sandy Brown, Mayor

Karen Landry, Clerk



The Corporation of The Town of Orangeville
 Schedule 'A' Town of Orangeville Zoning By-law 22-90

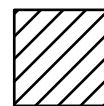


Schedule **"A"** to by-law

Passed the _____ day of _____

 Mayor

 Clerk



Lands to be rezoned from Residential Second Density (R2) Zone to Residential Third Density (R3)(H) Zone, S.P. 24.228



Lands to be rezoned from Residential Second Density (R2) Zone to Residential Third Density (R3) Zone, S.P. 24.228

RZ-2021-01: 41 William Street

Public Comment Response Table

Comment	Response
<p>Traffic:</p> <ul style="list-style-type: none"> • Hannah is a very narrow street, (18.5 ft.) and there is not enough room for vehicles to manoeuvre (one parked on the roadside and two to safely pass each other.) Once intensification occurs, the ability to park on Hannah Street will end up being eliminated. • The subject property already has a driveway on William Street and a driveway on Hannah Street. Adding more driveways on Hannah St to this already busy corner and narrow street will bring too much traffic to the area. 	<p>The two semi-detached units have been designed to comply with parking requirements of the zoning by-law. A prohibition of accessory dwelling units has been added to the draft by-law to ensure that only two additional dwelling units are constructed on Hannah Street.</p> <p>The proposed detached dwelling at the corner of Hannah Street and William Street will comply with the sight triangle requirements for corner lots, as specified by the Zoning By-law. This requirement ensures that adequate sightlines are maintained at intersections.</p>
<p>Safety:</p> <ul style="list-style-type: none"> • There is a lot of foot traffic on Hannah St. and there are no sidewalks, meaning that residents walk on the road. There is a very real chance that someone could be injured by vehicles reversing out of the semi-detached driveways. 	<p>The lack of sidewalks along Hannah Street is an existing condition and the proposed development does not warrant new sidewalk construction along this roadway.</p>
<p>Parking:</p> <ul style="list-style-type: none"> • There is a potential for 8 more vehicles that will need to be parked. Most will end up parking on the road. • Each of the proposed semi-detached homes could be converted into two separate dwellings (accessory 	<p>The proposed dwellings must comply with the parking requirements of the Zoning By-law. No reductions are proposed in the amending By-law with respect to parking requirements.</p> <p>A prohibition of accessory apartments has been added to the zoning by-law to alleviate concerns that the two semi-</p>

Comment	Response
apartments), further increasing the demand for street parking in the area.	detached units could be converted to a total of four units in the future.
<p>Density:</p> <ul style="list-style-type: none"> The Town’s encouragement of “infill” and intensification has led to a preponderance of non-conforming investment rental units and non-conforming apartments on William St. in the immediate area. Allowing this level of density changes the scope of the immediate neighbourhood area. 	<p>The subject property is the largest single detached lot in the neighbourhood, and other lots of comparable size have historically been developed for higher densities through previous intensification developments. A prohibition of accessory units within the semi-detached dwellings has also been added to the amending By-law to address concerns about additional units beyond what is currently proposed.</p>
<p>Property values:</p> <ul style="list-style-type: none"> Property values will fall dramatically, especially in the immediate area around the proposed development. The negative effects of this development will decrease the number of Buyers interested in purchasing homes in the neighbourhood, thereby decreasing property values 	<p>Property value impacts are speculated based on a subjective perception of change or perceived impacts that may result from new development. Because of this high degree of perception and subjectivity, perceived property value implications are not given consideration in the planning evaluation and decision-making process.</p>
<p>Precedent Setting:</p> <ul style="list-style-type: none"> A potential precedent-setting status for other similar developments to come forward, should this application be approved 	<p>There are limited lots within the neighbourhood that have access to two streets and are of a size that would accommodate a redevelopment proposal that is similar to what has been presented with this application. Furthermore, each application must be reviewed based on its own merits.</p>
<p>Privacy:</p>	<p>The proposed semi-detached units will face the existing detached garage and driveway of adjacent properties located on the opposite side of William Street. The proposed</p>

Comment	Response
<ul style="list-style-type: none">Additional residences fronting on Hannah Street will be two storeys in height and will decrease the privacy of nearby homes.	dwellings will comply with the maximum building height permissions of the Zoning By-law.

Subject: Broadway Brick Replacement Project Update

Department: Infrastructure Services

Division: Transportation and Development

Report #: INS-2021-052

Meeting Date: 2021-09-27

Recommendations

That report INS-2021-052, Broadway Brick Replacement Project Update be received;

And that Staff be directed to include for Council’s consideration a project in the 2022 capital budget for the allowance of the ancillary street furniture items as set out in the following report.

Background

At its meeting on June 28th, 2021, Council received Report No. INS-2021-045, Broadway Brick Replacement Project. At that meeting Council directed Staff to take the steps necessary to proceed with the construction and replacement of the Broadway bricks in the fall of 2022. As part of the resolution (2021-054) Council also directed Staff to report back on a number of ancillary items relating to the replacement of the sidewalks and bricks on Broadway which included the following; tree canopy, bike racks, waste receptacles, electrical outlets, public seating and water filling stations. The following report updates Council on the matter of the ancillary street furniture including their associated costs. It should be noted that in reviewing the additional boulevard items, Staff sought input from the Orangeville Business Improvement Association (OBIA) and Orangeville Hydro.

Analysis

The central portion of Broadway was fully reconstructed in 1991 which included all underground services and the reconstruction of the roadway. Included with this work was the design and surface treatments for the sidewalks and boulevard areas. The sidewalks and boulevards have not been replaced since 1991 and have reached their surface life and are needing to be replaced. As noted, Council has directed Staff to construct a new 2.2-metre-wide concrete sidewalk adjacent to the buildings and to place

paving stones in the boulevard areas which house the streetlights, trees and ancillary street furniture. While replacing the sidewalk and paving stones remains as the primary focus of the project, there are a number of ancillary items that Council has requested staff to report on and to provide a cost. The following outlines the ancillary items.

Street Trees – As part of the 1991 Broadway reconstruction project, 88 trees were planted. Of those only 61 remain. Due to current conditions 12 of the 61 need to be removed to facilitate the construction of the sidewalk and boulevard. This would leave 49 street trees. While it is desirable to replace all the trees that have been removed over the years including those trees needing to be removed to facilitate the proposed construction, there are challenges to bringing the tree canopy back to 1991 levels. It has been found that a replanting programme targeting a total of 75 trees is more realistic. Infrastructure, provision of areas for boulevard patios and winter maintenance impact the ability to re-establish the original 88 tree count. Accordingly, it is proposed to replant as part of the Broadway Brick replacement project the 12 trees removed to facilitate the work and to replace 14 of the trees lost over time for a total addition of 26 new trees. Tree planting is estimated to cost approximately \$6000 per tree. A significant portion of this cost is to construction of tree “pits”. These are intended to enhance the trees’ ability to survive the urban planting environment as well as prevent heaving of the boulevard bricks in the future. Therefore, the total estimated cost for planting twenty-six new trees is \$156,000.

Bicycle Racks – There are 23 old parking metre posts that have been converted with bike rings to facilitate parking and securing bicycles in the downtown core. It is intended that the old parking metre posts be removed as part of the Broadway Brick Replacement Project. As such, it is proposed to install five multi unit bicycle racks. Each rack can park up to five bikes. General locations for these racks would be near the Post Office, CIBC Bank, Library, Town Hall and the municipal parking lot near 82 Broadway. A typical bicycle rack is shown on Attachment No. 1. Each individual bike rack costs approximately \$700 to supply and install for an overall cost of \$3,500.

Waste Receptacles – There are a number of different waste receptacles downtown. Eight (8) are concrete which present challenges for staff to empty and should be replaced. There are eleven (11) pairs of plastic waste/recycle bins, four (4) standalone waste bins and four (4) standalone recycle bins. In discussions with the OBIA and Operation Staff, it is desirable to standardize the waste receptable units and their appearance. Accordingly, it is proposed to replace the existing concrete garbage receptacles with eight new cast aluminum waste and recycling units. Each unit is approximately \$1,200 for a total cost of \$9,600. Sample waste receptacles are shown on Attachment No. 1, Proposed Street Furniture.

Electrical Outlets – provision for additional electrical outlets was determined through discussions with the OBIA and Orangeville Hydro. The following key sites were identified for upgrading, John Street planter, Mill Street planter, 199 Broadway, Sport-Medic Clinic by 100 Broadway and at the TD Bank Garden – 105 Broadway. The outlets will be designed to support the power requirements for a variety of street and

community events, like Blues and Jazz. The electrical outlets will be fully protected and lockable for security. Upgrading the noted five (5) locations is estimated at \$50,000. Image No.2 on Attachment 1 shows a typical electrical outlet.

Public Seating/Benches – Similar to other street furniture in the downtown core, there is a variety of types and style of benches along Broadway. There are nine (9) benches with no backs, four (4) metal benches with backs, some on concrete pads and others have been constructed with no foundations. It is intended that the nine existing benches with no backs be retained. To standardize the public seating furniture and to ensure all benches are meeting AODA standards, it is proposed to install nine new benches on concrete pads. To supply and place a new bench is approximately \$2,000 per bench. Total estimated cost is \$18,000. Image No. 5 on Attachment No. 1 shows a typical public seating bench.

Water Filling Stations – In the past three water fountains were located on Broadway. Due to challenges with maintenance, vandalism, age/serviceability the fountains were removed. Staff have reviewed the potential for installing two water filling stations on Broadway, near the Library and near the Town Hall. Staff research has shown that to supply, install and connect a water filling station to the Town’s water distribution system would be in the order of \$15,000. Total cost would be \$30,000. A sample frost free water filling station is shown as Image 3 on Attachment No. 1 to this report.

In summary the following details the additional costs for the Broadway Brick Replacement Project for ancillary street furniture.

i)	Street trees (28 new trees)	\$ 156,000
ii)	Bicycle Racks (5 sites)	\$ 3,500
iii)	Waste Receptacles (8 new bins)	\$ 9,600
iv)	Electrical Outlet upgrades (5 sites)	\$ 50,000
v)	Public Seating/Benches (9 benches)	\$ 18,000
vi)	Water Filling Stations (2 sites)	\$ 30,000
vii)	Contingencies and Engineering	\$ 50,000
	Total Estimated Additional Costs:	\$ 317,100

The above costs were not included in the original budget estimate for the Broadway Brick Replacement project. As such, staff propose to bring a capital project detailing these costs as part of the 2022 Capital Budget for Council’s consideration.

Strategic Alignment

Orangeville Forward – Strategic Plan

Priority Area: Sustainable Infrastructure

Objective: Provide Systems that keep people moving

Sustainable Neighbourhood Action Plan

Theme: Transportation System

Strategy: Promote walking and biking by increasing connectivity and safety of active transportation infrastructure

Notice Provisions

In accordance with the requirements of the Environmental Assessment Act public consultation was undertaken. A public Information Centre was held on May 12, 2021, and a Public Meeting was held on June 7, 2021. Public comments were also received throughout the engineering design stages through the Town's Capital Project Dashboard Webpage. Staff have continued to dialogue with the OBIA as part of the review of the ancillary street furniture evaluation.

Financial Impact

The approved 2020 Capital Budget includes an allowance of \$900,000 for the replacement of the Broadway bricks and concrete sidewalks. Accordingly, if the ancillary street furniture items are to be added as part of the Project, the Capital Budget allocation will be exceeded.

Staff recommend that a capital project be brought forward for Council's consideration as part of the 2022 Budget to cover these additional costs. It should also be noted that in discussions with the OBIA regarding the ancillary items, the OBIA identified their budget has made an allowance to contribute financially to a number of the items above. Therefore, as part of bringing forward the 2022 capital project, allowance in the budgeting for this source of funding will be considered.

Respectfully submitted

Douglas G. Jones, M.E.Sc., P. Eng.,
General Manager
Infrastructure Services

Prepared by

R. John Lackey, P. Eng.,
Manager
Transportation and Development

Attachment(s): 1. Proposed Street Furniture

Report No. INS-2021-052 Attachment 1



Image No. 1. Cast Aluminum Waste & Recycling Receptacle



Image No. 2 Black Outlet Receptacle Pedestal



Image No. 3. Water Filling Station

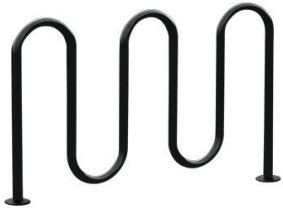


Image No. 4. Black Powder Coated Park It Bike Rack



Image No. 5. Black Accessible Benches

Subject: ICIP Public Transit Stream Funding Agreement

Department: Corporate Services

Division: Finance

Report #: CPS-2021-069

Meeting Date: 2021-09-27

Recommendations

That report CPS-2021-069, dated September 27, 2021, ICIP Public Transit Stream Funding Agreement, be received.

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

Background and Analysis

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities and support a low-carbon economy.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (“Bilateral Agreement”), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

The funding is intended to be used to cover a portion of costs related to the Town’s Transit Transfer Station project.

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

Notice Provisions

None

Financial Impact

Any costs associated with the Transit Transfer Station will be 73.33% covered by the Ministry up to a maximum of \$1,535,346.88, 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

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

Prepared by

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

Attachment(s): 1. Transfer Payment Agreement

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM**

THIS TRANSFER PAYMENT AGREEMENT for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the “Agreement”) is effective as of the Effective Date.

B E T W E E N

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

(the “**Province**”)

- and -

The Corporation of the Town of Orangeville

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“Canada”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (“Bilateral Agreement”), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

Also, under the Bilateral Agreement, Ontario agrees to identify projects, including municipal projects, and be responsible for the transfer of ICIP and provincial funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out one or more public transit infrastructure projects.

The Province has submitted to Canada for approval and Canada has approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project or Projects, as the case may be.

The Agreement sets out the terms and conditions upon which ICIP funds will be provided to the Recipient for carrying out the Project or Projects, as the case may be.

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-schedules to the Agreement. The following schedules and sub-schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Budget, Timelines, and Standards

Sub-schedule "C.1" - Project Description, Budget, and Timelines

Schedule "D" - Reports

Sub-schedule "D.1" - Project Tier Classification and Other Information

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Sub-schedule "J.1" - Form of Certificate from Recipient

Sub-schedule "J.2" - Form of Declaration of Project Substantial Completion

Sub-schedule "J.3" - Form of Certificate from a Professional Engineer for Project Substantial Completion

Sub-schedule "J.4" - Form of Certificate from an Independent Engineer to Certify Progress

Schedule "K" - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in 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) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) 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 conflict or inconsistency; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** 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 AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of each Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project 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 any Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "Rights")

undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.28.0 (Environmental Requirements and Assessments) and Article A.29.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

- 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: Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **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 headings do not form part of the Agreement; they are for information and 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.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

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

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, renovated or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or any Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

“Budget” means, in respect of a Project, the Project budget set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“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.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canadian Content Policy” means the *Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy*, as amended from time to time.

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

“Certificate from an Independent Engineer to Certify Progress” means a Certificate from an Independent Engineer to Certify Progress in the form set out in Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress).

“Committee” refers to a Committee established pursuant to section A.30.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Declaration of Project Substantial Completion” means a Declaration of Project Substantial Completion in the form set out in Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible

Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial, or municipal laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment, public, or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Projects and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiry Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved a Project identified in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees, and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for contribution by the Province and Canada under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and 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 any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

“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 A.12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Progress Reports).

“Project Substantial Completion Date” means, in respect of any Project, the Project Substantial Completion Date indicated on the Declaration of Project Substantial Completion.

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description, Budget, and Timelines), and **“Project”** means any one of them.

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Reports).

“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, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) 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, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (d) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

A.2.2 **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.

A.2.3 **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 Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **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 A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before October 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Projects;

- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.32.1 (Special Conditions); and
 - (ii) any instalment of Funds in respect of any Project until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce or terminate the amount of Funds it provides to the Recipient in response to a reduction of appropriation, ministerial funding levels, or Canada’s payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action,

whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement, including changes in respect of any Project or Budget, are required as a result, the Parties agree to amend the Agreement accordingly.

- A.4.3 **Use of Funds and Carry Out the Project.** The Recipient will, in respect of each Project, do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any Ineligible Expenditure; and
 - (e) 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, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.
- A.4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A.4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
 - (b) if Canada's total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column I (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column K (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;
 - (c) if the Province's total contribution from all provincial sources in respect of any Project exceeds the amount set out in column L (Provincial Contribution Towards

the Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

- (d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column H (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of any Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of any Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term and in respect of any Project, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "Shortfall"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures

provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 **Retention of Contribution.** The Province will retain a maximum of 10% of the provincial funding and 5% of the federal funding in respect of each Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project;
- (b) the Recipient has submitted a Declaration of Project Substantial Completion to the Province; and
- (c) the Parties have jointly carried out a final reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to Canada;
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements; and
- (c) is in compliance with the Canadian Content Policy, a copy of which the Province will provide to the Recipient.

A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 **Exemptions to Competitive Awarding.** Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) provides a consultant or contractor quote for market value; and

- (c) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of any Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or 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 by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 **No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 **Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); 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.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiry Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province may, at its own expense, upon 24 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;
- (b) the progress of any Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 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 or documents referred to in section A.7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A.7.5(a).

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit, including any audit report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

- A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential,

exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will

cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 **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.

A.11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down any Project or the Projects, as applicable, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(b); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 **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 failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out any Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 **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) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) 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;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 **Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), 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.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), 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 A.12.2(a), (c), (d), (e), (f), (g), (h), (i), and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS AT THE END OF A FUNDING YEAR

A.13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.12.0 (Event of Default, Corrective Action, and Termination for Default), if, in respect of any Project, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget for that Project, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A.13.2 **Effect of Action Taken by the Province.** If the Province takes any action under section A.13.1 (Funds at the End of a Funding Year), the Parties will review the effect of such action on the overall implementation of the Project and may amend the Agreement.

A.14.0 FUNDS UPON EXPIRY

A.14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A.15.0 DEBT DUE AND PAYMENT

A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to 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 to the Province an amount equal to the excess Funds.

A.15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts 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.

- A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.15.4 **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 at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.15.5 **Failure to Repay.** 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.

A.16.0 NOTICE

- A.16.1 **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” (Specific Information), or as either Party later designates to the other by Notice.

- A.16.2 **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 delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.16.3 **Postal Disruption.** Despite paragraph A.16.2(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.

A.17.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.17.1 **Consent.** When the Province or Canada 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 or Canada may have attached to the consent.

A.18.0 SEVERABILITY OF PROVISIONS

A.18.1 **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.

A.19.0 WAIVER

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (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.

A.19.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.16.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.20.0 INDEPENDENT PARTIES

A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.21.2 **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.

A.22.0 GOVERNING LAW

A.22.1 **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.

A.23.0 FURTHER ASSURANCES

A.23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in 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.

A.24.0 JOINT AND SEVERAL LIABILITY

A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.25.0 RIGHTS AND REMEDIES CUMULATIVE

A.25.1 **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.

A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.26.1 **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.

A.27.0 SURVIVAL

A.27.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgement), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.8 (Rebates, Credits, and Refunds), A.5.5 (Disposal of Assets), A.7.1 (Province and

Canada Include), A.7.2 (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h), (i) and (j), Articles A.13.0 (Funds at the End of a Funding Year), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Survival), A.28.0 (Environmental Requirements and Assessments), A.29.0 (Aboriginal Consultation), and A.32.0 (Special Conditions).

A.28.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.28.1 **Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.2 **Assessments.** The Recipient will complete the assessments that are required in Sub-schedule "D.1" (Project Tier Classification and Other Information) and are further described in Schedule "D" (Reports).

A.29.0 ABORIGINAL CONSULTATION

A.29.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.29.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or Ontario, or both, may deem appropriate.

A.29.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.30.0 COMMITTEE

A.30.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.30.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.30.1 (Establishment of Committee).

A.31.0 DISPUTE RESOLUTION

A.31.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

- A.31.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.30.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.31.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.31.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.31.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.31.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.32.0 SPECIAL CONDITIONS

- A.32.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) evidence satisfactory to the Province that the Recipient's council has passed a municipal by-law authorizing the Recipient to execute the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) an asset management self-assessment, in the form and at the address provided by the Province.

- (b) prior to submitting a request for payment in respect of any Project under the Agreement,
 - (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.28.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.29.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. if the Recipient does not own the land on which the Project is to be carried out, the Recipient has entered into legally binding agreements with all owners of such land, which agreements are consistent with, and incorporates the relevant provisions of the Agreement; and
 - (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.28.0 (Environmental Requirements and Assessments); and
- (c) on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project has reached Substantial Completion before such date, the Recipient having provided the Province with an asset management self-assessment, in the form and at the address provided by the Province.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.32.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
SPECIFIC INFORMATION**

Maximum Funds*	\$1,535,346.88
Expiry Date	March 31, 2029
Contact information for the purposes of Notice to the Province	<p>Address: Strategic Investments Office Municipal Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-7637 Email: ICIPTransit@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Treasurer Address: 87 Broadway Orangeville ON L9W 1K1</p> <p>Phone: 519-941-0440 ext 2235 Email: nsyed@orangeville.ca</p>
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	<p>Position: Director, Municipal Programs Branch; or Director, Capital Project Oversight Branch</p>
Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	<p>Position: Manager of Transportation and Development</p>

Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	Position: Treasurer Address: 87 Broadway Orangeville ON L9W 1K1 Phone: 519-941-0440 ext 2235 Email: nsyed@orangeville.ca
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***Note:** For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column J (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column M (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

SCHEDULE “C” PROJECT DESCRIPTION, BUDGET, TIMELINES, AND STANDARDS

C.1.0 PROJECT DESCRIPTION, BUDGET, AND TIMELINES

C.1.1 **Project Description.** The Recipient will carry out each Project described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.1.2 **Budget and Timelines.** The Recipient will carry out each Project within the Budget and Timelines for that Project set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.2.0 PROJECT STANDARDS

C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET, AND TIMELINES

C.3.1 **Province’s and Canada’s Consent.** Any change to the Project will require the Province’s and Canada’s prior written consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

C.3.2 **Minor Changes to the Project Description, Budget, and Timelines.** Subject to sections C.3.1 (Province’s and Canada’s Consent) and C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines), changes that, in the opinion of the Province, are minor may be made in respect of any Project to Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.3.3 Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines. Any change made pursuant to section C.3.2 (Minor Changes to the Project Description, Budget, and Timelines) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Specific Information).

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET, AND TIMELINES

Project ID	Project Title	Project Description	Forecasted Project Start Date (MM/DD/YYYY)	Forecasted Project End Date (MM/DD/YYYY)	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Eligible Expenditures of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
ICIP-ORA-01	Transit Transfer Station, Shelters/Stops and Fixed Assets	<p>The scope of the project includes the construction of a new transfer terminal which includes a bus lane, concrete platform and a glass bus shelter (5X10) with a bench, the purchase of a new specialized low floor transit bus (9 meter) and re-location/construction of a new six bus transfer terminal.</p> <p>20 new bus stops will be procured and constructed. Amenities at each stop include signage, benches and 5 new cover bus stop shelters.</p> <p>Route expansion (12km) will provide for a fourth new route including appropriate signage, 15 concrete stop platforms and 5 new bus shelters</p> <p>Outputs will generate new routes to approximately 35% of the Town, not currently serviced. This allows routes to be maintained at a loop time of 20 mins, improving capacity and reliability.</p> <p>1 new thirty-foot low floor diesel bus and 1 specialized low floor bus for accessibility purposes.</p> <p>95% of individuals will live in the service area after the 30% improvement.</p>	05/01/2020	12/31/2022	05/01/2020	\$2,093,750.00	\$2,093,750.00	\$837,500.00	40.00%	\$0.00	\$697,846.88	33.33%	\$558,403.12	\$0.00

SCHEDULE “D” REPORTS

D.1.0 PROGRESS REPORTS

D.1.1 **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.

D.1.2 **Description of Progress Report.** The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:

- (a) Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
- (b) the Project start date and the Project end date (forecasted and actual where applicable);
- (c) the percentage of the Project that has been completed;
- (d) risks and mitigation strategies;
- (e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
- (f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

The reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), for the Project.

D.2.1 **Tier 1 Reporting Requirements.** If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 1 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th; and
 - (ii) September 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;

- (ii) a final Progress Report; and
- (iii) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 Tier 2 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion;
 - (iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and
 - (v) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project; and
 - (ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 Tier 3 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before:
 - a. March 15th;
 - b. June 15th;
 - c. September 15th; and
 - d. December 15th; and
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before September 15th of each calendar year;
- (b) a communications plan within 180 days of the Effective Date;
- (c) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (e) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.2.4 Tier 4 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before the 15th day of each month;
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before March 15th and September 15th of each calendar year; and
 - (iii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (c) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (d) within 90 days of submitting the final Progress Report:
 - (i) a summary of any required Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.4.0 RISK ASSESSMENT

D.4.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 **Climate Change Resilience Assessment.** If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

- (a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.5.2 **Greenhouse Gas Emissions Assessment.** If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

- (a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 **Community Employment Benefits Assessments.** If community employment benefits assessments are identified as “Required” in column E (Community Employment Benefits Assessments) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 **Description of the Community Employment Benefits Assessments.** If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

- (a) apprentices;
- (b) Indigenous peoples;
- (c) women;

- (d) persons with disabilities;
- (e) veterans;
- (f) youth;
- (g) new Canadians;
- (h) small-medium-sized enterprises; and
- (i) social enterprises.

D.6.3 Reporting on Community Employment Benefits Assessments. The Recipient will submit its community employment benefit assessments to the Province, together with its Progress Reports, on or before September 15th of each calendar year.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.7.1 Minor Changes to the Reporting. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) or Sub-schedule “D.1” (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 Amending the Agreement for Minor Changes to the Reporting. Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more compliance audits of the Recipient. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

SUB-SCHEDULE "D.1"
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION

Project ID	Project Title	Project Tier for Reporting Purposes	Greenhouse Gas Emissions Assessment	Community Employment Benefits Assessments	Climate Change Resilience Assessment	Eligibility of Own-Force Labour Costs	Competitive Acquisition Exemption
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
ICIP-ORA-01	Transit Transfer Station, Shelters/Stops and Fixed Assets	Tier 1	N/A	N/A	N/A	N/A	N/A

Note: Please see Schedule "D" (Reports) for further details on reporting.

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred and paid by the Recipient in respect of any Project. Eligible Expenditures only include the following costs:

- (a) incurred on or after the Federal Approval Date and paid on or before October 31, 2027:
 - (i) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs; and
 - (ii) the costs related to monitoring project-level community employment benefits.
- (b) the costs related to the completion of the climate lens assessments, incurred at any time and paid on or before October 31, 2027;
- (c) the costs associated with Aboriginal consultation and, where appropriate, accommodation measures, incurred on or after February 15, 2018 and paid on or before October 31, 2027;
- (d) if the Project is identified as “Approved” in column G (Eligibility of Own-Force Labour Costs) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the incremental own-force labour costs for which Canada has provided its prior written consent and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027;
- (e) if the Project is identified as “Approved” in column H (Competitive Acquisition Exemption) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the costs for which Canada has provided its prior written consent and are associated with sole-source contracts, and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027; and
- (f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.1 (b) and paragraph E.1.1 (c);
- (b) costs incurred or paid, or both after October 31, 2027, unless otherwise approved pursuant to paragraph E.1.1(f);
- (c) costs incurred for a cancelled Project;
- (d) land acquisition costs;
- (e) leasing costs for land, buildings, and other facilities;
- (f) leasing costs for equipment other than equipment directly related to the construction of a Project;
- (g) real estate fees and related costs;
- (h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.1(d);
- (i) financing charges;
- (j) legal fees;
- (k) loan interest payments;
- (l) costs of any goods and services received through donations or in-kind;
- (m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;
- (n) costs associated with operating expenses and regularly scheduled

maintenance work, with the exception of essential capital equipment purchased at the onset of the construction/acquisition of the main Asset and approved by Canada;

- (o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;
- (p) costs related to easements (e.g., surveys); and
- (q) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;
- (b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;
- (d) costs associated with general planning studies, including the Recipient's *Official Plan* and *Transportation Master Plan*;
- (e) carrying costs incurred on the funding share of any funding partner other than the Province;
- (f) costs associated with municipal staff and any Third Party travel;
- (g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and
- (h) Recipient's upgrades not expressly approved by the Province.

E.2.3 Costs Over and Above a Project Scope. Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

- (a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;

- (b) the costs for upgrades to materials and design beyond existing municipal standards; and
- (c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

SCHEDULE “F” EVALUATION

F.1.0 PROJECTS AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Projects and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Projects and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material will be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution under Schedule “A” (General Terms and Conditions) or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ Notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually consented to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at <https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of any Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of any Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at any Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected and unless the Province otherwise consents in writing, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 180 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 Facilitation of Communications. The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”
DISPOSAL OF ASSETS**

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period set out in the 1st column of the table in section H.2.2 (Disposal of Asset and Payment).

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless the Province consents otherwise, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project in accordance with the table below:

ASSET DISPOSAL PERIOD*	TYPE OF ASSET	RETURN OF FEDERAL CONTRIBUTION	RETURN OF PROVINCIAL CONTRIBUTION
5 years	All Assets	100%	100%
12 years	Transit vehicles including, without limitation, 9 metre to 18 metre buses and double deck buses, regardless of propulsion system	0%	100%
25 years	Subway cars, light rail vehicles, and large infrastructure assets (e.g. a maintenance and storage facility)	0%	100%

* **Note:** The Asset Disposal Period starts on the Substantial Completion Date of the Project in respect of which the Asset was acquired.

**SCHEDULE “I”
ABORIGINAL CONSULTATION PROTOCOL**

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of any Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province on a date and frequency as set out below and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form using the form provided in Sub-schedule “J.1” (Form of Certificate from Recipient), fully and accurately completed by an authorized representative of the Recipient. For greater clarity, the Recipient may make one request per Project for each calendar year quarter before the following dates:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;

- (b) for each request for payment for a non-exempt vehicle, a declaration form, pursuant to the Canadian Content Policy;
- (c) for each request for payment, except for the Final Payment:
 - (i) a Progress Report acceptable to the Province, for the period to which the request for payment relates; and
 - (ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress;
- (d) for each request for Final Payment, a final Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and
- (f) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c);
- (b) the special conditions listed in Article A.32.0 (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and

- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before November 1, 2027.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after November 1, 2027.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of any Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

**SUB-SCHEDULE “J.1”
FORM OF CERTIFICATE FROM RECIPIENT**

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement 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 legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, 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 A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and
 - (d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.
 3. Eligible Expenditures in Appendix “A” have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule “C.1” (Project Description, Budget, and Timelines) of the Agreement.
 4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of the Province’s; and

\$ _____ on account of Canada’s contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

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

(Signatures)

 Name: **[insert/print the name of the Recipient’s authorized representative]**

Title: **[insert/print the title of the Recipient’s authorized representative]**

 Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**CERTIFICATE FROM RECIPIENT
 INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
 PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

APPENDIX “A”

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE <i>(please respond with “YES”, “NO”, or “N/A”, as appropriate)</i>	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada.	
If your Project has been identified by Canada or the Province as having a legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, please indicate if the requirements under Article A.29.0 (Aboriginal Consultation) have been met for the Project.	
If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	

Record of Invoices											
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.1	Amount Paid (\$)				
	From (DD/MM/YY)	To (DD/MM/YY)					Invoice Subtotal without HST	Ineligible Expenditures	Invoice Total HST	Recoverable HST	*Eligible Cost (Net of HST)
TOTAL											

Recommended for payment request:

Date

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

I have authority to bind the Recipient.

Recommended for payment:

Date

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

**SUB-SCHEDULE “J.2”
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION**

**DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, 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 A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;
 - (d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;
 - (e) the work for the Project **[insert the Project unique ID and title]**:
 - (i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “Project Substantial Completion Date”);
 - (ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;
 - (iii) was supervised and inspected by qualified staff;
 - (iv) conforms with the plans, specifications, and other documentation for the work;
 - (v) conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;
 - (vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards; and
 - (vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.
 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
 4. The value of completed work on the Project is \$ _____ **[insert the amount in Canadian dollars]**.

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

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**SUB-SCHEDULE “J.3”
FORM OF CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION**

[Note: This form is only for Tiers 2, 3 and 4 Projects and must be completed by an independent engineer for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project [insert the Project unique ID and title]:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Project Substantial Completion Date**”);
2. was carried out between [insert the start date] and the Project Substantial Completion Date;
3. was supervised and inspected by qualified staff;

4. conforms with the plans, specifications, and other documentation for the work;
5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;
6. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
7. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

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

(Signatures)

Name: **[insert/print the name of the professional engineer]**
 Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
 Title: **[insert/print the title of the witness]**

SUB-SCHEDULE “J.4”

FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS

[Note: This form is only for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of an independent professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ [Insert Project percent complete] percent complete, and the Project:

1. was supervised and inspected by qualified staff;
2. conforms with the plans, specifications and other documentation for the work;
3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
4. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

5. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

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

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.30.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



Subject: New Businesses in Orangeville May 1 – August 31, 2021

Department: Community Services

Division: Economic Development and Culture

Report #: CMS-2021-018

Meeting Date: 2021-09-27

Recommendations

That report CMS-2021-018 dated September 27, 2021, be received.

Background and Analysis

The attached list of new businesses registered/established within the Town of Orangeville is developed as a result of input from a number of Town Departments, including the Small Business Enterprise Centre/Economic Development, Administration, Clerk's Office, Planning, and Building/By-law.

Staff endeavour to provide a comprehensive and inclusive listing. However, our ability to include all businesses starting in Orangeville will be affected by the following limitations:

- Business registrations are completed via the internet and the Town does not have access to these registrations unless performed within the Economic Development/SBEC Resource Centre.

- Sole proprietors operating under their own legal names only are not required to register their businesses.

- A large number of home-based proprietorships are established each year, many of them offering very specific services to targeted markets. As a result of the volume of these operations, and for the convenience of Council, staff will provide numbers of home-based operations started in town, based on the information available to staff, as opposed to providing in-depth information about them.

Strategic Alignment

Orangeville Forward – Strategic Plan

Priority Area: Economic Vitality

Objective: Attract, retain, and expand business

Sustainable Neighbourhood Action Plan

Theme: Economic Development & Culture

Strategy: Enhance economic resiliency through attraction, expansion and retention of diverse business industries.

Notice Provisions

Financial Impact

There is no financial impact coming out of this report.

Respectfully submitted

Raymond Osmond
General Manager, Community Services

Reviewed by

Ruth Phillips
Manager, Economic Development &
Culture

Prepared by

Betty Ann Lusk
Administrative Assistant, Economic
Development & Culture

Attachment(s): 1. New Businesses Information Report May 1 – August 31, 2021.

Attachment 1 – New Business Information Report – CMS-2021-018

Businesses Registered/Established within the Town of Orangeville May 1 – August 31, 2021

Business Name	Owner/Contact	Business Type	Location
Suite Six - Orangeville	Joe Natale	Retail	172 Broadway
Biegel's Stone Oven Pizza	Liz and Gary Biegel	Restaurant	1-312 Broadway
UPS Store	Krishan Zilka	Business Services	8- 229 Broadway
Centennial Road Eatery	Jason Soper	Catering & Ready-made Foods	3-76 Centennial Road,
Broadway Family Chiropractic & Wellness	Dr. Jamshed Rahim	Medical	4-489 Broadway
The Green Cloud Cannabis	Solomon Peprah	Retail	281 Broadway, Unit 3
The Old Mill Hub	Marshal Bobeckko	Culture	28 Mill Street
Marshalls		Retail	150 First Street,
Spot 420 The Cannabis Store		Cannabis Retail	88 First Street, Unit 4B

In addition, 0 home-based operations were registered within the Town of Orangeville during the period of May 1 – August 31, 2021. (Based on information available from various Town Departments.)

Reports outlining commercial/industrial permits issued for new construction, expansion or interior renovation to accommodate new business are now submitted to Council by the Building Office and no longer form part of this report.



Subject: Humber Lands: Primacare Proposal and Options for Determining Future Land Use(s)

Department: Infrastructure Services

Division: Planning

Report #: INS-2021-053

Meeting Date: 2021-09-27

Recommendations

That report INS-2021-053, Humber Lands, Primacare Proposal and Options for Determining Future Land Use(s), be received;

And that Council direct staff to proceed with **Option 2** as recommended in report INS-2021-053, to implement a preferred land use framework for the Humber Lands, determined by a comprehensive planning process completed as part of the Town’s Official Plan Review, which can include consideration of the Primacare development concept as part of that process; or alternatively;

Council direct staff to proceed with Option 1 as outlined in report INS-2021-053 to pursue discussions with Primacare to facilitate the proposed development concept for the Humber Lands.

Background

At its meeting of July 12, 2021, Council heard a delegation from Primacare Living Solutions (“Primacare”) regarding a proposition to develop a new seniors residential and long-term care campus on a Town-owned parcel of land referred-to as the “Humber Lands”. Council referred the Primacare proposal to staff for further review, comment and recommendations, which is to include consideration of alternative potential use approaches for the Humber Lands. Staff were requested to report back to Council no later than September 30, 2021.

1. What are the “Humber Lands”?

The Humber Lands are located north of Hansen Boulevard, on the east side of Veteran’s Way (County Road 16) in the northwest quadrant of the Town’s boundary.

The lands are approximately 12 ha (29.78 acres) in area, with approximately 552.8 metres (1,813.8 feet) of frontage along Veteran's Way. The subject property is currently vacant and is referred-to as the "Humber Lands" because it was previously envisioned for a future Humber College campus development. The lands are designated "Institutional" in the Town's Official Plan ("OP") and zoned "Development (D)" in the Town's Zoning By-law 22-90.

The lands immediately surrounding the Humber Lands are open space conservation lands owned by the Town. Further to the east and south, surrounding lands are vacant and designated "Employment Area" within the Veteran's Way South Community" policy area in the Town's OP. These lands are currently subject to Official Plan and Zoning By-law amendment applications for mixed-use development proposals by Cachet Developments (Orangeville) Inc. (File: OPZ-2019-03) and Sarah Properties Ltd. (File: OPZ-2019-05). Lands further to the north consist of estate residential lots fronting onto Veteran's Way, with a larger vacant area designated "Employment Area" in the OP. Lands to the west (opposite Veteran's Way) are within the Township of Amaranth and are designated "Estate Residential" in the Township's Official Plan. These lands are subject to draft-approved plans of subdivision that will create a total of 91 estate residential dwelling lots. A location map of the Humber Lands is included at Attachment No. 1

2. History of the Humber Lands

In October 2005, Humber College entered into a Memorandum of Understanding ("MOU") with the Town, whereby the Town would provide the 12.0 hectare subject property to Humber College for their development of a future 2,000-student campus facility. The college campus was to be developed over a 12-year period.

Before the MOU was executed, in December 2004, R.J. Burnside & Associates Limited prepared a Development Feasibility Report to assess existing and planned municipal services, stormwater management, traffic impacts and campus requirements to confirm the suitability the proposed future Humber campus at this location. The Report outlined the servicing and stormwater management infrastructure needed, confirmed servicing capacities available, and made recommendations regarding the expected financial costs to Humber College and to the Town, in order bring the college campus to fruition. Following this, the Town purchased the subject lands and subsequently transferred them to Humber. Humber would then be responsible for developing the lands and the Town would support any external infrastructure expansion needed to accommodate their development.

The lands were formerly designated "Estate Residential" in the Town's OP and zoned "Development (D) in the Zoning By-law. As part of the Town's Official Plan Review in 2008-2010, the lands were re-designated to "Institutional", in anticipation of the future Humber college campus development. The "Development (D)" zoning for the lands was maintained to allow the development details to be confirmed, which would be approved by Council through a Zoning By-law amendment process.

The MOU and eventual agreement executed between the Town and Humber College contained provisions for the lands to be returned to the Town, if construction did not proceed within a certain time period. In June 2013, Humber approached the Town with an intent to return the lands back to the Town because student enrollment was not reaching levels needed to make this new campus viable. The lands were officially returned to the Town's ownership in the spring of 2014.

3. What has happened with the Humber Lands?

On several occasions, the Town has contemplated options to release the lands and/or determine an appropriate land use framework. The Town also conducted an appraisal of the lands, which recommended different land valuations corresponding to different land use options. In 2015, Council directed staff to investigate options for the disposition of the lands. Options contemplated ranged from:

- selling the lands "as-is";
- determining an appropriate land use framework;
- issuing a request-for-proposals for the future acquisition and development of the subject lands;
- retaining the lands as-is for future public uses; or
- retaining the lands for a preferred development interest that may come forward in the future.

Land needs assessment studies were completed with the 2015 Official Plan review exercise. These studies also addressed the Humber Lands question and recommended the following policy options:

1. Maintain the Humber Lands as Institutional lands and add special policies that would enable the lands to be developed for specialized residential development, particularly for seniors housing, special needs care facilities and other special purposes; or
2. Introduce a new designation with a special policy area that would permit a combination of prestige industrial uses adjacent to Veteran's Way, a master planned residential community geared to seniors in the south-easterly portion of the lands and a major open space area on the north-east corner to create a connected open space system with the environmentally sensitive lands to the east.

When the Official Plan review of 2015 was paused, the recommended options for the Humber Lands were not contemplated further. Since then, the Town has, and continues to receive numerous inquiries from interested parties looking to acquire the lands and develop a broad array of land use scenarios. Many different development concepts and land use options have been expressed, some of which are of considerable magnitude and strategic potential, such as:

- i) Large-scale employment uses
- ii) Mixed-use development

- iii) Greenfield residential development
- iv) Large-format commercial uses

4. The Primacare Proposal

Primacare is a developer and operator of long-term care (LTC) homes and a builder of seniors housing. They have completed several developments throughout Ontario and promote a holistic and integrated hub or “butterfly model” approach for LTC facility design and operation.

Primacare has been involved with the retirement residence development proposal for the property at 515 Broadway. As part of Primacare’s involvement in this location, a “butterfly model” facility concept has been under consideration, which would consist of a 151-unit LTC facility. Official Plan and Zoning By-law amendment approvals were granted for this development on November 23, 2020. These approvals included a Holding (H) Symbol restriction, which prescribes a series of conditions to be satisfied for the development to proceed. The conditions generally require confirmation of suitable access arrangements, environmental feature enhancements and servicing allocation before development can proceed.

On July 12, 2021, Primacare presented a delegation to Council expressing an interest in purchasing the Humber Lands to develop a comprehensive Senior’s Campus community anchored by a new LTC facility. Primacare has indicated that they have received a Provincial bed award for the construction of a new 192-bed LTC facility in the Orangeville area. They view the Humber Lands as strategic parcel that will help achieve their vision for a holistic, integrated and intergenerational campus consisting of a diverse seniors residential neighbourhood anchored by a “butterfly model” LTC facility. The Primacare concept plan, as presented to Council on July 12th, is summarized as follows:

- **192-bed LTC facility:** The “butterfly model” concept involves an integrated health hub, which contains centralized amenities for the residents and their visitors including: administrative offices, dining facilities, medical services, activity rooms, coffee shops and restaurants, banks and hair salons, etc.. Retirement residences are oriented in a series of “neighbourhood blocks” or “wings” extending from the integrated health hub.
- **Potential inclusion of a modern health sciences facility:** Primacare has initiated discussions with Georgian College to pursue a partnership for incorporating an educational facility in this location. This would provide a venue to train personal support workers in an interactive environment with seniors in the LTC facility.
- **Potential inclusion of a Medical Health Hub:** Primacare has also initiated discussions with the Hills of Headwaters Ontario Health Team (HHOHT) to include a satellite HHOHT medical centre in this location. This facility would serve the LTC facility plus the surrounding seniors residences within the neighbourhood, as well as the broader community. Primacare has stated that

- this fulfills a main objective of the Headwaters strategic plan, which includes community outreach and care delivered closer to home as a key measure to reduce hospital treatment congestion.
- **Inclusion of a Child Care Centre:** the incorporation of a daycare centre would allow staff to have their children close by and would provide a broader spectrum of ages within this community.
 - **Job creation:** Primacare estimates that approximately 250 new jobs would be created in the LTC alone, with a possibility of additional jobs being created through the potential Georgian College facility and HHOHT medical centre partnerships discussed above.
 - **Multiple residential housing types and formats:** Various building forms are proposed as part of this integrated seniors campus community, including:
 - ground orientated seniors-friendly singles (84 units);
 - townhouse buildings (36 units); and
 - apartments (units TBD).

These residential formats would facilitate a range of living arrangements and care options from independent lifestyles to significant care (LTC and Retirement Housing/Homes). This allows seniors to age in place by providing housing options and levels of care to meet changing needs.

- **A passive open space system:** including park features, indigenous monument areas, as well as an integrated trail network on adjacent Town-owned open space land.

A concept plan illustration of the seniors neighbourhood and LTC facility campus is included as Attachment No. 2.

Primacare is promoting this concept as an innovative and highly-desirable approach to seniors living. It consists of a comprehensive seniors-oriented community that will provide a full range of seniors housing arrangements and care options, amenities and services for the neighbourhood itself, as well as for the surrounding area. Primacare would lead off the seniors campus by immediately constructing the LTC facility, as this would be the critical anchor of the seniors neighbourhood. They wish to begin negotiations with the Town for the purchase of the Humber Lands in a phased manner to pursue this development. Although no specific timeframes or deadlines have been indicated with respect to the provincial award, Primacare has indicated that they are under tight timelines of the province to deliver this facility for the greater Orangeville area.

5. Factors to Consider

The Town has been facing a complex and careful decision to make with respect to the future use (and disposition) of the Humber Lands. The following summarizes the issues that have complicated this decision:

- a. **Humber Lands were positioned for a highly strategic land use:**

The concept of a future college campus in Orangeville originated in 2003, at a time when Humber was considering the possibility of developing a third college campus to serve the growing population in the GTA area north of Highway 7 and west of Highway 400. This aligned well with the strategic initiative outlined in the Town's Strategic Plan of 2003, which sought to attract post-secondary opportunities to the community, in order to enhance the economic well-being of Orangeville and the surrounding area. Key strategic benefits to this concept included:

- Addressing the need to enhance post-secondary programming availability in the Town.
- Retaining a younger population segment that typically leaves the community to pursue post-secondary education, often securing employment elsewhere after completion of their education.
- Expanding the local pool of skilled labour, which would stimulate new business and employer investment in the Town
- Return on investment for the Town, through campus jobs, operating revenues, and student/faculty expenditures in the community.

The lands were obtained and held for a strategic venture of greater benefit to the community. This basis remains a desirable objective for considering the future use and management of the Humber Lands.

b. Municipalities may manage developable land assets intended for functions that yield high community/public benefit and are difficult to materialize through normal development market conditions:

Subject to regulations under the Municipal Act, 2001, municipalities are permitted to acquire, retain, dispose and/or develop sites for residential, industrial, commercial and institutional purposes. This enables municipalities to facilitate new development or redevelopment of certain uses that will support a greater public interest or benefit. It empowers municipalities to stimulate desired development activity in strategic locations, areas of stagnation or decline, or areas where there may be competing interests that require municipal intervention to achieve its broader objectives.

For example, "shovel-ready" employment land supply in municipalities throughout Ontario is largely owned and controlled by the private sector. Municipalities have limited influence on employment development materializing on such lands, particularly when the municipality has no control over matters such as bringing the lands to market, pricing, preparing lands to a development-ready condition and landowner motivation to develop. To address this, municipalities will often acquire properties, establish the employment use permissions for the lands (i.e. "as-of-right" zoning) and install the necessary servicing infrastructure to simulate the type of development desired by the municipality. This enables municipalities to readily offer suitable parcels of "shovel ready" land at fair market value to employment use proponents, subject to agreed-upon terms and conditions. Whereas a private owner or developer may be more motivated by

maximizing land value or profit per hectare, a municipality is more inclined to be motivated by a return on investment in terms of increased tax assessment, job creation and broader community benefit.

Many municipalities throughout Ontario acquire, retain, and release lands for development ventures that would be of key strategic or economic benefit to the municipality. Lands are managed by municipalities in these circumstances for development activity that may be less attractive, or more difficult to come-by in the private development market. The Humber Lands were originally acquired and conveyed to Humber College on this basis. Decision-making for the future use and disposition of the Humber Lands should take this approach into consideration.

c. The Humber Lands account for a sizeable portion of dwindling lands remaining available for future greenfield development in the Town

The Town has approximately 118.52 hectares of vacant land remaining available for future development in the Town's Designated Greenfield Area. Designated Greenfield Areas (DGA's) are defined to include lands outside of built-up areas that are designated in an official plan for development and are required to accommodate forecasted growth.

Of the vacant lands remaining in the Town's DGA, approximately 77.3 hectares of these lands are subject to current planning applications, either approved or in process:

Development:	Proposal:	Area (Hectares)	Status
1. Edgewood Valley Phase 2B	118 units	9.4	Draft-approved
2. Orangeville Highlands Ltd. Phase 2	541 units	17.9	Draft-approved
3. Aldenhill Developments Ltd.	343 units (approx.)	14.2	In process
4. Transmetro Properties Ltd.	138 units (approx.)	20.6	In process
5. 670-690 Broadway	33 units	1.64	Approved
6. 780 Broadway	54 units and 920.5 sq.m of commercial	1.15	In process
7. Cachet Developments (Orangeville) Inc.	383 units and 2,215 sq.m of commercial	3.1	In process (appeal)
8. Sarah Properties Ltd.	374 units and 3,140 sq.m of commercial	9.3	In process (appeal)

TOTAL	1,984 units and 6,275.5 sq.m of commercial	77.29	
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When the lands undergoing current applications are removed from the Town’s overall vacant greenfield land supply, there are 41.23 hectares of land remaining available for future development potential. Of these remaining lands, the 12.0-hectare Humber Lands property accounts for approximately 30% of vacant greenfield lands remaining in the Town that are not subject to a current planning application. As a result, the Humber Lands will play a key role in how the limited remaining supply of vacant greenfield lands are planned to accommodate long-term growth in the Town.

d. The Town must now plan to accommodate future growth 2051 and needs to plan its limited remaining lands for this purpose.

The current provincial Growth Plan now provides population and employment growth forecasts for single and upper-tier municipalities for the next thirty (30) years (to 2051). The County of Dufferin currently has a population of around 68,000 and is forecasted to grow to 95,000 by 2051. The employment forecast (i.e., number of jobs) for the County is projected to grow from its current level of around 25,000 jobs, to 39,000 jobs by 2051.

The County Official Plan (OP) must conform to the Growth Plan and provide a land use policy framework to implement this forecasted growth. This involves allocating forecasted growth to municipalities in a comprehensive manner. To bring its OP into conformity, the County is currently undertaking a Municipal Comprehensive Review (MCR) and through this exercise, matters demonstrating the ability of municipalities to accommodate future growth (i.e. land availability, servicing capacities, etc.) are being evaluated to determine the extent of growth allocation appropriate for municipalities.

The County expects to have the growth allocation framework part of its MCR completed by the end of 2021, or into early 2022. As this moves forward, the Town will have a clearer picture of the long-term population and employment growth expected for Orangeville through the next 30-year planning horizon.

There are certain policy approaches prescribed in the Growth Plan for facilitating growth that interact with land availability factors. For instance, the Plan prescribes minimum intensification targets for built-up areas, as well as density targets for greenfield areas. As an example to demonstrate how this approach works collectively, if it is confirmed through the MCR process that the Town has limited land available to accommodate future growth, approaches to facilitate additional growth on this limited land base would include increased greenfield density targets and greater targets for intensification within the built-up area. Essentially, this means focusing more growth and development in a more concentrated manner. Increased density targets typically lead to greater emphasis on more concentrated housing formats. Increased intensification targets put more pressure on established built-up areas to accommodate redevelopments within existing neighbourhoods.

The future use potential for the Humber Lands has important implications for the Town's need to accommodate projected growth for a long-term planning horizon. Because they represent such a significant piece (30%) of the Town's remaining vacant greenfield land availability (not subject to a current application), they have a profound ability to shape the Town's future build-out conditions. This factor is compounded by the fact that the lands were once poised for a strategic and sought-after use for the Town. It is also complicated by the fact that the lands are owned by the Town and in such circumstances, lands owned municipally for development purposes are often managed in a way that facilitates sought-after use(s) with key community benefits, which would not typically proceed as steadily under private development conditions. Collectively, these factors demonstrate that a comprehensive and strategic approach should be taken to determine the most appropriate and optimal future land use framework and management approach for the Humber Lands.

6. Current Options for the Humber Lands

Option 1: Proceed with the Primacare Concept as presented

This option would direct staff to begin negotiations with Primacare directly in pursuit of the proposed senior's residence and LTC facility campus on the Humber Lands.

As stated previously, Primacare intends to move forward imminently to construct the modern "butterfly model" 192-bed LTC facility to anchor their proposed senior's campus community. They wish to begin negotiations with the Town to purchase a portion of the Humber Lands to construct the LTC Facility as a first phase. Recognizing that it will take time to build the complete community, Primacare would pursue a phased approach to complete the balance of their development concept, with the extent of additional phases and respective timing undetermined at this time. As part of any future negotiations, Primacare wishes to ensure that they would have the ability to purchase remaining lands (on a phased basis) as the development of the community proceeds. Primacare has proposed that any lands purchased from the Town would be transacted at fair market value, whereby the means in which determining fair market value (both initially and at subsequent potential phase acquisitions) would be established through the process of negotiations.

The following is a summary of the general process anticipated to pursue this concept, along with additional matters that should be addressed as part of this process:

1. Determining feasibility and negotiations:

As part of negotiating arrangements for any land transaction, development approvals and phasing approach for this development, the following issues should be addressed:

- a) **Housing market:** What are the long-term senior's residential housing demands for the Town, taking into consideration long-term population and demographic projections with existing and anticipated seniors housing availability?

- b) **Infrastructure:** What are the anticipated water and wastewater servicing demands and is there infrastructure available to meet those demands? if not, what upgrades may be required?
- c) **Transportation:** What are the anticipated transportation impacts (traffic and transit) and what (if any) upgrades or improvements may be needed to accommodate this development?
- d) **Land valuation:** How will the assessment of “fair market value” of the lands be determined to the satisfaction of both parties; for the first phase and for subsequent phases of the development?
- e) **Development phasing:** How will the development of this LTC facility and seniors campus community be phased (in terms of areas or districts to proceed) and sequenced (i.e. timing for phase completion), taking into consideration the provision of servicing and transportation infrastructure, as well as the potential partnership arrangements with Georgian College and the Hills of Headwaters Ontario Health Team (HHOHT)?
- f) **Fiscal:** What are the anticipated fiscal impacts of this development?

2. Agreement execution between the Town and Primacare

Staff anticipate that the resolution of the matters discussed above would be articulated in an agreement executed between the Town and Primacare. The agreement would form the basis of any land transfer arrangements and would set-out the expectations of the Town, in terms of how Primacare is to pursue the development of the lands, including the type, form and phasing of development and obtaining approvals. An agreement of this effect would prescribe any arrangements determined through the review and resolution of the items outlined above. In other respects, the agreement would include provisions to stipulate how any remaining items to be addressed are to be resolved. The Town would require external legal advice in proceeding with negotiations and executing any such agreement with Primacare.

3. Primacare to pursue land use and site development approval process

As noted previously, the lands are designated “Institutional” in the Town’s Official Plan, and zoned “Development (D)” in the Town’s Zoning By-law.

The Institutional designation permits uses such as medical centres, convalescent homes, public or charity-supported senior citizen homes, which are similar to certain uses contemplated in the Primacare concept. Privately-operated, or for-profit senior’s residences, as well other residential use formats are not permitted by this designation.

For the Zoning By-law, the Development (D) Zone permits only existing uses, meaning that any proposed development would require a Zoning By-law amendment. Therefore, site-specific land use approvals (i.e., Official Plan and Zoning by-law amendments) would be required for this development concept, or any phase thereof, to proceed.

Staff anticipate that the planning approval process would be initiated and pursued by Primacare to reflect their proposed development and phasing approach. Primacare would be responsible for coordinating and submitting the required Official Plan and Zoning By-law amendment applications to facilitate their development proposal. Applications may be submitted for the lands in their full extent, or for any phase(s) of the development proposal. Notwithstanding this, the Town could utilize a Holding (H) Symbol as part of any Zoning By-law amendment approvals to regulate matters such as phasing, provision of servicing infrastructure, etc. that should be confirmed before development proceeds.

Supporting studies to demonstrate the appropriateness of the proposed development format would form the basis of any application submission. As with any amendment application process, public consultation and agency circulation would proceed before approvals are considered. As land use approvals are secured, the site development approvals, i.e., site plan approval and/or fulfillment of any Holding (H) Symbol conditions, would follow. The specific timing for coordinating any application submissions and potential approvals to this effect would be determined as part of any negotiations with Primacare.

Option 1 Analysis Summary

The foregoing summarizes the general process anticipated for proceeding with this Option, which is to engage in discussions/negotiations with Primacare directly to facilitate this development concept for the Humber Lands. Proceeding with this option would give more imminent closure to the long-remaining question of what the Humber Lands should be used for. By proceeding with this option, Council would essentially be stating their desire for the Humber Lands to accommodate senior’s residential uses. Many uncertainties would still remain with this option at this time, such as: timing for the development (including the initial LTC facility and subsequent senior’s residential phases); specific form and composition of the campus development concept; housing market implications as it relates to seniors housing in the Town; and overall impacts to the Town, in terms of infrastructure and fiscal implications. Moreover, the potential partnerships with Georgian College and HHOHT, which give this development concept key strategic benefits, remain uncertain. Although the LTC facility and senior’s residential campus concept has many important benefits excluding these partnerships, without them materializing, it brings into question whether this concept is most appropriate for the Humber Lands, or could a similar development concept proceed elsewhere in the Town under private, proponent-driven conditions.

The following table summarizes the anticipated strengths versus challenges for proceeding with this option at this time.

Strengths/Opportunities	Challenges or uncertainties
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<ul style="list-style-type: none"> • Meets an understood demand for seniors housing and LTC facility accommodation • Assists proponent’s efforts to secure provincial funding • Brings some closure to a long-outstanding question about the future use of the Humber Lands • Would assist proponent in expediting their LTC facility proposal at this location 	<ul style="list-style-type: none"> • Does seniors housing demand need to be addressed through disposition of Town lands? While it is well understood that there is high demand for adequate LTC facilities, along with quality and affordable seniors housing, The Town has a network of existing retirement residences and LTC facilities, with two of which in the process of expansion. Land use approvals have been granted for a proposed new facility at 515 Broadway and the Planning division has been in recent consultation with two other proposals for new or expanding retirement residences and LTC facility developments in the Town. While there is obvious demand for these uses, there is also consistent interest of private development proponents in meeting this demand. • Institutional partnerships are uncertain: Potential facility arrangements with Georgian College and HHOHT that give this concept some of its key strategic benefits, are preliminary and may not materialize • Other land use needs and priorities for the Town: Moving forward with this concept at this time prevents further consideration of other use potential of the Humber Lands, which can serve other important Town priorities and land use needs.
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Option 2: Proceed with a comprehensive planning analysis as part of the Town’s Official Plan Review underway, to determine the most desirable use for the Humber Lands.

This option would pause direct pursuit of the Primacare concept at this time, and proceed with a comprehensive process for determining the most appropriate and desirable use framework for the Humber Lands.

Proceeding with this option would occur through the Town’s Official Plan Review (OPR) exercise that is currently underway. The Town is in the process of recruiting a consultant to lead Phase 2 of the OPR, which will focus on updating growth management and land use aspects of the OP. As stated previously, the County is undertaking an MCR to bring its Official Plan into conformity with updated provincial

policy and in doing so, it will prescribe residential and employment growth projections for its municipalities for the next thirty (30) years (to 2051). Phase 2 of the Town's OPR will work in parallel with the County's conclusion of their growth allocation component to their MCR and will provide an updated policy approach and land use framework for the Town's OP to guide future growth and development to 2051. Phase 2 of the Town's OPR is expected to begin early this fall and conclude late 2022.

The Humber Lands account for a sizeable portion (30%) of the Town's overall remaining vacant greenfield land supply. The lands also offer greater strategic development potential for the Town. Since the lands remain under Town ownership, the Town therefore has greater control over making the lands available for the type and form of development most desirable. The question of what type and extent of development is most desirable for the Humber Lands would be best answered through a comprehensive planning evaluation (as recommended in this Option 2). As a result, the work plan anticipated for Phase 2 of the OPR includes an assessment of land use options for the Humber Lands. This analysis would be specific to the Humber Lands and would be harmonized with other land use matters being evaluated more broadly through this exercise, particularly including:

- **An Employment Land Strategy:** which will update the Town's existing policy and designation framework for employment areas, taking into account the employment growth forecasts prescribed by the County, along with land availability and employment use objectives of the Town; and
- **A Residential Strategy:** which will examine past and projected residential needs of the Town, including types and tenures, taking into account the population forecasts and policy targets (i.e. density and intensification) prescribed by the County.

Through this approach, the Town would maintain its ownership of the Humber Lands once the recommended land use framework has been determined. From there, options would remain available, in terms of future management or disposition of the lands to achieve the preferred land use scenario recommended by this exercise. Options would generally include:

- a) Offering the lands for sale with the preferred land use scenario now implemented through the Town's updated Official Plan framework being applied to the lands.
- b) Invite submissions from interested development proponents to present their development proposal to the Town, following the policy framework and development objectives set out by the Town. Submissions could be requested to include purchase offers that include a proposed purchase price and other terms to be evaluated by the Town.
- c) Retaining the lands for interested parties to develop the lands (all or in part) on a case-by-case basis. This would be similar to the approaches of other municipalities throughout Ontario, where the municipality (i.e. a Municipal

Development Corporation) holds a supply of serviced (or unserved) lands made available for industrial/employment purposes.

- d) Pursue a further analysis of a development strategy for the lands, following the land use framework established through this process. This would examine different approaches, i.e., sale of the property, partnering with, or leasing to developer(s), etc. to achieve specific development objectives. This approach would be similar to that which the Town has been considering for the redevelopment of the Town-owned property at 82, 86 and 90 Broadway.

The following table summarizes the anticipated strengths versus challenges for proceeding with Option 2.

Strengths/Opportunities	Challenges or uncertainties
<ul style="list-style-type: none"> • Follows a thorough and defensible approach for confirming the most feasible and desirable land use scenario • Would take into account the Town’s long-term residential and employment growth needs, recognizing the Town’s dwindling greenfield land supply • By evaluating land use options more comprehensively as part of the Town’s growth management/land needs update, it will balance other Town objectives into consideration (i.e. lands for strategic employment) • The Town has an Official Plan Review now actively underway which has been scoped to accommodate an analysis of the Humber Lands. • The Primacare development concept proponents can engage themselves in this process. If it is determined through this exercise that this development is the most preferable/feasible use of the lands, it could proceed in accordance with the framework described in Option 1. 	<ul style="list-style-type: none"> • Prolongs decision-making and determining a preferred land use for the Humber Lands • Timelines for planning evaluation undertaken through Phase 2 of the OPR may not align with timelines for the Primacare concept, if the process determines that their concept is a feasible and preferred development for the lands.

Analysis Summary for Option 2

This option presents the most objective process to determine what is the appropriate future use for the Humber Lands. Proceeding with this option could still include consideration of the Primacare development concept as part of land use scenarios being considered. Essentially, instead of confirming the feasibility and approach for pursuing Primacare concept solely (as in Option 1), this approach would be confirming what use framework is the most feasible and desirable for these lands, based on multiple planning objectives and priorities of the Town. This process may conclude that the Primacare proposal is indeed the most feasible and desirable use of the Humber Lands. In this circumstance, the Town would have greater assurance that this determination results from an open and comprehensive planning evaluation that does not overlook other planning objectives. Furthermore, this approach could allow aspects of the Primacare concept that are undetermined at this time, such as partnership opportunities and phasing approach, to be confirmed later in the process.

Strategic Alignment

Orangeville Forward – Strategic Plan

Priority Area: Sustainable Infrastructure

Objective: Plan for Growth

Sustainable Neighbourhood Action Plan

Theme: Land Use and Planning

Strategy: Co-ordinate land use and infrastructure planning to promote healthy, liveable and safe communities.

Notice Provisions

No notice provisions are applicable to the recommendations of this report.

Financial Impact

There are financial implications associated with the options presented in this report.

Proceeding with Option 1 would require advice and support from the Town's solicitor on any negotiations and arrangements to be made with Primacare regarding the transfer and future development of the Humber Lands. Other consultant advice may also be necessary, i.e., for land appraisals or evaluations.

Option 2 includes a planning analysis of the Humber Lands to be undertaken as part of the Town's Official Plan Review, which has been included in the scope of work for Phase 2 of this review. The Phase 2 part of the Official Plan Review is a capital project within the approved 2021 Budget. There are additional financial implications to the Town pending the outcome of the Option 2 approach, depending on future approaches the Town pursues for the management or disposition of the Humber Lands.

Respectfully submitted

Prepared by

Douglas G. Jones, M.E.Sc., P.Eng.
General Manager, Infrastructure Services

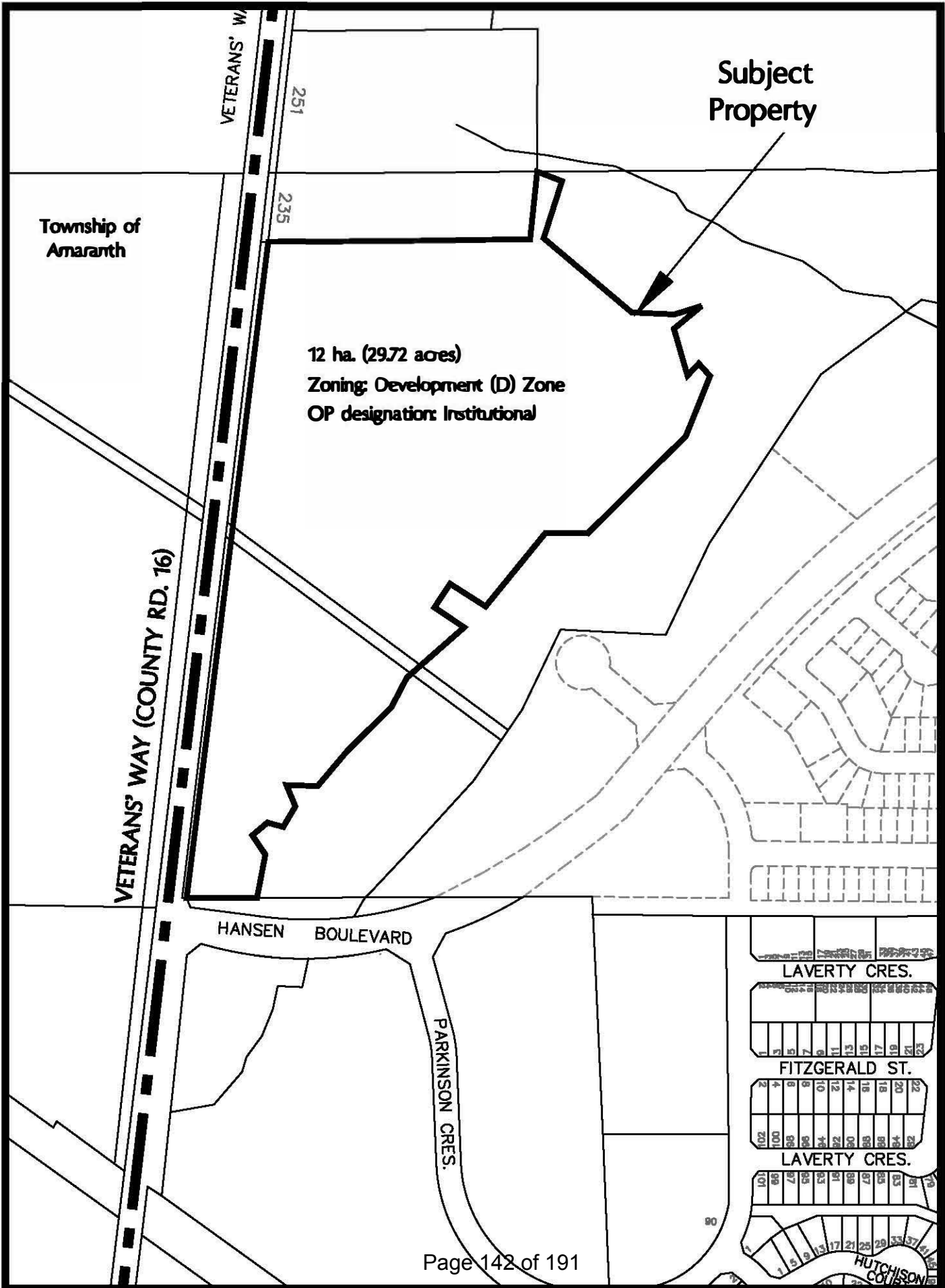
Brandon Ward, MCIP, RPP
Manager, Planning, Infrastructure Services

Attachments:

1. Humber Lands Location Map
2. Primacare Development Concept

Location Map: Humber Lands

Map No. 1



Sajecki →
Planning
 Orangeville Campus of Care Masterplan

LEGEND

- ① L.T.C FACILITY
- ② HEALTH HUB
- ③ RETIREMENT HOME
- ④ SENIORS APARTMENT
- ⑤ GEORGIAN COLLEGE AND HOSPITAL
- ⑥ AFFORDABLE SENIORS RESIDENCE
- ⑦ DOG PARK
- ⑧ TOTS LOT
- ⑨ INDIGENOUS HERITAGE PARK WITH HEALING CIRCLE
- ⑩ MAIN ENTRY POINT
- ⑪ INDIGENOUS MONUMENT (AT ENTRY 2/3)
- ⑫ INDIGENOUS HEALING CIRCLE
- ⑬ TRAILS
- ⑭ TOWNHOUSE MEWS
- ⑮ INDIGENOUS MONUMENT

L.T.C FACILITY	: 125,000 Sq.ft
HEALTH HUB	: 10,000 Sq.ft
RETIREMENT HOME	: 120,000 Sq.ft
SENIORS APARTMENT	: 120,000 Sq.ft
GEORGIAN COLLEGE WITH HOSPITAL	: 10,000 Sq.ft
SINGLE BUNGALOW	: 84 Units (Avg. Lot size 3,000 Sq.ft)
TOWNHOUSE BUILDING	: 6 Buildings (36 Units, Average lot size 7,000 Sq.ft)





Subject: Vaccination Policy for Member of Council, Local Boards and Committees

Department: Administration

Division: CAO

Report #: CAO-2021-009

Meeting Date: 2021-09-27

Recommendations

That report CAO-2021-009, Vaccination Policy for Members of Council, Boards and Committees be received;

And that Council adopt the Vaccination Policy as presented.

Background and Analysis

Council at its meeting on September 13, 2021 directed staff to put forth a mandatory vaccination policy for members of Council, Local Boards, and Committees.

The attached vaccination policy was drafted in consultation with legal experts, human resources, clerks and in accordance with best practices from other surrounding municipalities.

The Town of Orangeville (“Town”) is committed to providing a safe working environment and taking every precaution reasonable in the circumstances for the protection of our employees, volunteers, contractors, elected officials and members of the public, from the hazard of COVID-19. Health and Safety is a priority, and the Town recognizes a member of Council’s commitment to taking every precaution reasonable from the hazard of COVID-19.

Strategic Alignment

Orangeville Forward – Strategic Plan

Priority Area: Municipal Services

Objective: Encourage a positive work environment that integrates best practices in health and safety.

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

Potential financial implications should there be additional requirements to assist those members that do not comply with the policy.

Respectfully submitted

Ed Brennan
Chief Administrative Officer

Reviewed by

Karen Landry
Clerk

Reviewed by

Andrea McKinney
General Manager, Corporate Services

Prepared by

Andrea Shaw
Executive Assistant

Attachment(s): 1. Vaccination Policy for Members of Council, Local Boards, and Committees



Corporate Policy

COVID-19 Vaccination for Members of Council, Local Boards and Committees

Department: Administration

Approved by Council or CAO:
Resolution No.

1. Policy Statement

The Town of Orangeville ("Town") is committed to providing a safe working environment and taking every precaution reasonable in the circumstances for the protection of our employees, volunteers, contractors, elected officials and members of the public, from the hazard of COVID-19. Health and safety is a priority, and the Town recognizes a member of Council's commitment to taking every precaution reasonable from the hazard of COVID-19.

2. Purpose

The Town of Orangeville considers vaccinations to be fundamental to the protection of individuals and the community, and to be consistent with the best available public health advice for prevention of the spread of COVID-19 and variants. Vaccination is a key element in the protection of all employees, Members of Council, and any individual representing or acting on behalf of the Town in any manner and every person accessing Town property, services, events, and programs, against the hazard of COVID-19. The purpose of this procedure is to ensure that all current and future Members of Council, Members of local boards and Members of Town Committees are fully vaccinated against COVID-19 or provided an appropriate safe alternative accommodation based on individual circumstances.

3. Definitions

Fully Vaccinated:

For the purposes of case/contact/outbreak management, an individual is defined as fully immunized once 14 days has passed after receiving their second dose of a two-dose COVID-19 vaccine series or their first dose of a one-dose COVID-19 vaccine series that

is approved by Health Canada. In the future, this may include any required booster shots.

Vaccines approved by Health Canada are as follows:

- Pfizer-Biontech COVID-19 vaccine
- Moderna COVID-19 vaccine
- Janssen (Johnson and Johnson) COVID-19 vaccine
- AstraZeneca/COVISHIELD COVID-19 vaccine

Proof of Vaccination:

Documentation issued by the Ontario Ministry of Health, other province or territory or international equivalent indicating individual immunization status against the COVID-19 virus.

Proof of Medical Exemption:

Written proof of a medical reason, provided by a physician or nurse practitioner in the extended class that sets out:

1. a documented medical reason for not being fully vaccinated against COVID-19, and
2. the effective time-period for the medical reason.

Educational Program:

A program that has been approved by and/or provided by the Town of Orangeville and addresses the following learning components:

- How COVID-19 vaccines work;
- Vaccine safety related to the development of the COVID-19 vaccines;
- Benefits of vaccination against COVID-19;
- Risks of not being vaccinated against COVID-19 and
- Possible side effects of COVID-19 vaccination.

Members

Includes: the Mayor and Members of Council (“elected officials”), individuals appointed to all Town local boards and Town Committees (“Appointees”).

4. Scope

This policy applies to all Members. It provides guidance on the Town’s Vaccination Policy, in a manner that respects a member’s statutory role as an elected representative and the appointment of members on local boards and committees.

Adherence to this Policy will be required by any newly elected or appointed Members. Safe, alternative accommodations will be assessed based on individual cases.

5. Procedure

Town Council supports and will continue to follow Wellington-Dufferin-Guelph Public Health guidelines and recommendations in keeping with the following principles:

- An Elected Official is elected to represent their constituents;
 - An Elected Official's requirement for a safe, alternative accommodation does not require Council approval and their office cannot be declared vacant as a result of any accommodation;
 - An Elected Official reserves the right to participate as an active member of Council, regardless of any accommodation made; and
 - In accordance with the Council Code of Conduct, Members of Council operate from a base of integrity, justice and courtesy.
1. By October 15, 2021, all Members shall disclose their vaccination status by completing the Vaccination Status Form and return it to Human Resources. All medical information regarding vaccination status or accommodations will be treated with the highest confidentiality and will only be used for the purposes of the COVID-19 Vaccination Policy. The vaccination record will only be accessed by the Human Resource's department to administer this policy and will be stored in a secure system, safeguarded by restricted access, ensuring the privacy of this medical information. This information will be destroyed if and when it is no longer required by the Town.
 2. For those Members who are not yet fully vaccinated, they must be fully vaccinated against COVID-19 or have an approved accommodation plan in place by November 30, 2021.
 3. Proof of Vaccination for a first dose or single dose vaccine must be submitted by October 25, 2021. Proof of Vaccination for second doses must be submitted November 22, 2021.
 4. Exemptions will be made in accordance with the Town's Accommodation Policy for grounds protected by the Ontario Human Rights Code, which includes confirmed medical reasons, creed and exceptional circumstances.
 5. Proof of Medical Exemption must be provided by either a physician or nurse practitioner in the extended class.
 6. The Town of Orangeville will work with Members who receive an exemption to develop an appropriate accommodation plan. Safe, alternative accommodations include participating remotely in Council, Local Boards, and Committee meetings in accordance with established policies, procedures, and

by-laws, where applicable. This may also include a plan for future vaccination where the medical exemption is temporary. Individual accommodations will be determined with the individual Member and the Town Clerk. The Town Clerk will consult with Human Resources and/or the CAO's Office, when required.

7. Appointees to a Committee or Local Board who choose not to be vaccinated and do not have an exemption as protected by the Ontario Human Rights Code, are to be removed from the local board or committee effective December 1, 2021.

6. Mandatory COVID-19 Education

Members who choose not to be vaccinated or who choose not to disclose their vaccination status must complete an Educational Program approved by the Town by October 8, 2021 to ensure they are adequately informed about the COVID-19 vaccines and the risks associated with being unvaccinated.

Members who continue to choose to remain unvaccinated (or who choose not to disclose their vaccination status) must declare, in writing, their intent to remain unvaccinated by October 15, 2021.

7. Continued Compliance with all Health and Safety Precautions

Unless a legislated or regulatory exemption applies, all Members are expected and required to continue to comply with applicable health and safety measures to reduce the hazard of COVID-19, including but not limited to compliance with established, access controls (e.g. screening), wearing a mask or face covering, using provided PPE, where applicable, maintaining appropriate physical distancing and self-monitoring of potential COVID-19 symptoms. The Town will continue to closely monitor its COVID-19 risk mitigation planning and ensure it continues to optimally protect the health and safety of employees. The Town will continue to assess other available workplace risk mitigation measures available and may amend this procedure as necessary.

Responsibilities

Members are responsible for:

- Obtaining and submitting their individual proof of COVID-19 vaccination by October 15, 2021.
- If additional booster doses of the COVID-19 vaccine are required, ensure subsequent doses are also submitted.

- Notifying the Town Clerk by October 15, 2021 that they are requesting an accommodation from the requirement to be fully vaccinated for reasons related to the *Human Rights Code*.
- Continuing to follow health and safety protocols to ensure personal safety and prevent the spread of COVID-19 before and after vaccination.
- Working and representing their constituents in a manner that is respectful to all.
- Identifying opportunities to obtain a COVID-19 vaccination through community clinics.

Staff are authorized and directed to take the necessary action to give effect to this policy.

The Chief Administrative Officer or designates are delegated the authority to make administrative changes to this procedure that may be required from time to time due to legislative changes or if, in the opinion of both of them, the amendments do no change the intent of the procedure.

References and related documents

Any other relevant Town policies

From: Fred Simpson <fred.simpson@townofmono.com>

Sent: Wednesday, September 15, 2021 12:12 PM

To: Denise Holmes <dholmes@melanctontownship.ca>; jwilloughby@shelburne.ca; Karen Landry <klandry@orangeville.ca>; Meghan Townsend <mtownsend@townofgrandvalley.ca>; mdunne@dufferincounty.ca; Nicole Martin <nmartin@amaranth.ca>; Susan Stone <sstone@eastgarafraxa.ca>; tatkinson@mulmur.ca

Cc: Mark Early <mark.early@townofmono.com>

Subject: COVID-19 Vaccination Policy

Mono council passed the following resolution during their September 14, 2021 regarding implementing a vaccination policy.

Resolution #7-19-2021

Moved by Fred Nix, Seconded by Ralph Manktelow

WHEREAS, Council has reviewed the Vaccination Policy report prepared by the County of Dufferin dated September 9, 2021;

THEREFORE BE IT RESOLVED that Town staff be directed to work with Dufferin County to develop and implement a COVID-19 Vaccination Policy in consultation with Wellington Dufferin Guelph Public Health;

AND THAT Proof of Vaccination Status or proof of medical exemption or proof of exemption under the Ontario Human Rights Code will be required by November 1st, 2021.

"Carried"

Fred Simpson

Clerk

Town of Mono

519.941.3599, 234



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify fred.simpson@townofmono.com.

From: [Alison Scheel](#)
To: [CouncilAgenda](#); [Tracy MacDonald](#)
Cc: [Tony Dulisse](#); [John Lackey](#)
Subject: Boulevard reconstruction project
Date: Wednesday, September 22, 2021 2:47:42 AM

Good Afternoon,

It is my understanding that Council will be reviewing the PW report concerning the boulevard reconstruction project at the upcoming Council meeting. The following information may be helpful for the purposes of Council's discussion. I will be on vacation so I am not able to delegate, but if you think it will be helpful to have a representative of the OBIA attend the meeting, please let me know by end of day Wednesday and I will try to arrange it (if its not too late, Tracy!).

At its Special Meeting on Tuesday, September 21st, the OBIA discussed the list of ancillary items for the 2022 sidewalk reconstruction project. The OBIA Board of Management looks forward to a safer and more attractive streetscape upon completion of the project and supports the following:

- Replacement of 14 boulevard trees
- Replacement of **all** waste/recycling receptacles in 2022
- Replacement of 9 non-accessible benches with AODA compliant benches
- Reinstallation of 9 accessible backless benches currently installed
- Installation of 4 new bike racks at various locations
- Installation of up to 5 new electrical towers at the following proposed locations: 108 – 112 Broadway, 151 Broadway, 229 Broadway, 75 Broadway, and 116 – 134 Broadway.

In consideration of the above, the OBIA Board of Management passed the following resolution:

Moved by Councillor Sherwood, S. Koroscil

Carried.

Motion to contribute up to \$50,000 towards 50% of the costs associated with the purchase of 25 dual waste recycling units to replace ALL plastic and concrete units in 2022; 9 new accessible benches; and 4 bike racks; plus, the purchase and installation of up to 5 electrical receptacles to be installed at various pre-determined locations within the project area.

I hope this is sufficient, but if you have any questions or concerns, please do not hesitate to contact me.

Cheers,
Alison

Alison Scheel
General Manager,
Orangeville Business Improvement Area
(OBIA)
Phone: 519-942-0087



Email: info@downtownorangeville.ca

10 First Street
Orangeville, ON L9W 2C4
www.downtownorangeville.ca

Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.

From: [Karen Landry](#)
To: [Tracy MacDonald](#)
Subject: FW: Men's Homeless Shelter
Date: Thursday, September 23, 2021 10:47:41 AM

Thanks,
Karen Landry

From: sylvia.a.bradley sylvia.a.bradley [REDACTED]
Sent: Thursday, September 23, 2021 10:39 AM
To: Sandy Brown <sbrown@orangeville.ca>; Joe Andrews <jandrews@orangeville.ca>; Andy Macintosh <amacintosh@orangeville.ca>; Debbie Sherwood <dsherwood@orangeville.ca>; Grant Peters <gpeters@orangeville.ca>; Lisa Post <lpost@orangeville.ca>; Todd Taylor <ttaylor@orangeville.ca>
Cc: Terrance <tcarter@carters.ca>; Karen Landry <klandry@orangeville.ca>
Subject: Men's Homeless Shelter

Good morning Council,

I have participated in and observed the Men's Homeless Shelter Committee meetings and have a few comments.

Kudos to the town for taking on this issue and bringing to the attention of the community. But the responsibility for housing rests with the County and I feel strongly that the financial burden should be with the County and not the Town. I do not mind paying my share but I do mind paying my share twice - the town portion and the county portion. Terry Carter was very clear in his statements on this topic as well.

According to the rep from the County, they feel that the need is being addressed by them at this time. Before any further action is taken, I believe it would be prudent to ascertain the need and the level of need before embarking on a plan in the absence of an assessment.

Choices has stepped up and opened a men's shelter in isolation from the County and it appears that there is a lack of communication and co-ordination by them. It appears that Choices has made a casual request to the Town for funding of \$175K for 6 months without preparing a business case to demonstrate the need and how the money will be spent. It amounts to almost \$1000/day. At last count it was reported 0 to 2 homeless men are being housed. That is a lot of money to house so few. The county is housing homeless men in motels and perhaps that program should be bolstered instead of embarking on a new plan at this time.

Sandy and Andy, as reps on the County Council, I respectfully request that you work with the County and place this responsibility clearly and solidly with them. The Town can assist in whatever manner appropriate, ie fundraising, but this is outside the Town's jurisdiction and it a dangerous precedent to set.

As some or most of you know, I have personal first hand experience with the chronically

homeless. A shelter will not solve the problem. There is a systemic failure in our society in providing for the needs of the vulnerable due to poverty, mental illness, cost of living, disability etc. Until those issues are dealt with, homelessness will continue no matter how many shelters are available. The homeless cannot be forced into housing.

Please let me be clear. I do support the need for a Men's Homeless Shelter, if an assessment supports it, but that need is the responsibility of the County.

Ms Landry, could you include my correspondence in the Sept. 27th Council meeting.

Thank you all.

Sylvia Bradley

[REDACTED]

Orangeville, Ont.

[REDACTED]

September 26, 2021

Dear Mayor Brown and Council,

My name is Pastor Kerry Duffield, former director of the Lighthouse and currently Orangeville Community Director for Youth Unlimited/Highlands Youth for Christ.

During my 12 years of serving as the director of the Lighthouse I experienced first hand the needs of the homeless and less fortunate in our community. I particularly would like to share my experiences regarding men's homelessness.

The stories of these men are as varied and unique as the individual telling it. No two stories are alike and no two needs are necessarily alike. I have heard it said that Orangeville does not have a homeless problem. I beg to differ. Because something is not seen, does not mean it does not exist. Homelessness comes in different forms. It can include those sleeping in a tented community in the woods within the town boundaries. It can include those sleeping on the rooftops of buildings downtown. It can include those couch surfing from place to place with no permanent place to go. It can include someone sleeping in a sleeping bag behind the Lighthouse or in the parking lot at the Door Youth Centre. It can include someone who is asked to leave the home during a divorce or dispute who has a job but nowhere to stay and needs temporary housing in order to keep his job. Men's homelessness is here and it is real.

At times, I was able to refer some of the homeless men who were given a couple of night's stay in a local motel providing only temporary relief for those who need something longer term. As someone who was on the frontlines and encountered the homeless on a daily basis it was discouraging to say "I'm sorry. I can't help you. We have no place else for you to go."

A homeless shelter not only provides a roof over someone's head and meals but it should provide counselling, mental health support, addictions support and life skills support. As a community we should be working together to provide them with a hand up not just a hand out.

Several years ago, I was part of a committee that was looking into starting a men's shelter. This is not a new problem. I was so pleased to hear that this could become a reality for our town. This is a new chance to address an old problem that is not going to go away.

Thank you for taking the time to consider my thought and experiences.

Regards,

Pastor Kerry Duffield

Orangeville Community Director,
Youth Unlimited/Highlands Youth for Christ



Minutes of the Equity, Diversity and Inclusion Committee

June 3, 2021, 6:00 p.m.

Chair and Secretary Participating Remotely
The Corporation of the Town of Orangeville

Members Present: Joe Andrews
Lisa Post
Sharyn Ayliffe
Natasha Fisher
Polvier Folkes-Grandison
Dawn Kelly
Hazel Mason
Robin McLean
Shawna McNally
David Nairn
Niketa Peters
Sushil Shundil
Caroline Stacey
Patti Thomas

Staff Present: Tracy MacDonald, Assistant Clerk
Andrea McKinney, General Manager, Corporate Services
Emily White, Human Resources Clerk
Sarah Alexander, Human Resources Assistant

1. Call to Order

Councillor Post called the meeting to order at 6:02 p.m.

2. Election of Chair and Vice-chair

Assistant Clerk, Tracy MacDonald, called for Chair Nominations.

Recommendation: 2021-001

Moved by David Nairn

That Councillor Post be nominated Chair of the Equity, Diversity and Inclusion Committee.

Carried Unanimously

Recommendation: 2021-002

Moved by David Nairn

That Councillor Andrews be nominated for Vice-Chair.

Carried Unanimously

3. Disclosures of (Direct or Indirect) Pecuniary Interest

None.

4. Adoption of Minutes of Previous Meeting

None. This is the first meeting for the Equity, Diversity and Inclusion Committee.

5. Presentations

5.1 Introduction of Members

Each of the members provided a brief introduction and spoke about their personal background, talking about their experience and interest in joining the Committee.

5.2 Tracy MacDonald, Assistant Clerk, to facilitate Committee training

Assistant Clerk, Tracy MacDonald, provided training to members on Committee procedures. She spoke about Committee policy, Code of Conduct, Committee procedures, budget, and privacy.

The Assistant Clerk spoke about the requirement to submit agenda items in a timely manner to the Secretary, and advised that the agenda would normally be distributed by the week before the next Committee meeting.

6. Items for Discussion and Reports

6.1 Committee Work Plan Discussion

The Committee discussed various work plan items, including education, events, creation of an inclusion calendar, City of London's Community Diversity and Inclusion strategy, goals, need for advocacy to Council for budgeting of future projects.

6.2 Humber Postcards

Councillor Andrews shared the Humber College Equity, Diversity and Inclusion post cards with the Committee, which include various definitions related to the subject matter. Councillor Andrews advised that he would send the post cards to Town staff to distribute. This item will be discussed in greater detail at a future meeting.

6.3 Committee Meeting Schedule

The Chair advised that the Committee would not be meeting in July or August. The Committee discussed the future schedule of meetings and determined that meetings would be held the first Thursday evening of the month, at 6 p.m.

7. Correspondence

None.

8. New Business

Councillor Andrews reminded the Committee of the upcoming Town concert series event.

Councillor Andrews advised that the Dufferin County Cultural Resource Circle will be holding a virtual education event on June 19th at the Healing Garden.

Patti Thomas advised that there would be a diversity walk in August, and to check social media for more details.

9. Date of Next Meeting

The next meeting will be held on Thursday, September 9th at 6 p.m.

10. Adjournment

The meeting was adjourned at 7:21 p.m.



Minutes of Heritage Orangeville

June 17, 2021, 7:00 p.m.

Chair and Secretary Participating Remotely The Corporation of the Town of Orangeville

Members Present: Councillor D. Sherwood
L. Addy
L. Banks
M. Hauck
G. Sarazin

Members Absent: Mike Beattie

Staff Present: A. Graham, Secretary
L. Russell, Senior Planner

1. **Call to Order**
2. **Disclosures of (Direct or Indirect) Pecuniary Interest**
3. **Adoption of Minutes of Previous Meeting**

Recommendation: 2021-029

Moved by L. Banks

That the minutes of the following meeting are approved:

Carried Unanimously

4. **Presentations**

4.1 **Mr. Jon Hack, Director and Ms. Lindsay Cudmore, Consultant, Sierra Planning and Management – Community Improvement Plan**

Delegates Lindsay Cudmore, Vanessa Hicks and Andrea Sinclair with Sierra Planning Management introduced the mission of the Community Improvement Plan for Orangeville. The CIP assists with providing financial and procedural support to encourage private sector investment in a specific area. An online survey and more information is available through the Town website. The project process began in April 2021 and will conclude December 2021.

The consultants posed the question of what some issues or challenges relating to heritage buildings in town. Lynda Addy suggested that the grant program requires updating to cater to contemporary needs. Councillor Sherwood agreed that the one-time use is no longer fair or realistic. Ms. Cudmore stated that the clause which currently allows grantees to access funds a single time is being looked into. Mr. Hauck suggested that funds should be made available for inside repairs. However, the CIP's primary

focus is on commercial property improvements and heritage designation may not apply to interior elements.

4.2 Mr. James Dymont, President, Municipal Planning Consultants Inc - 60-62 Broadway Design Options

Delegate James Dymont, President of Municipal Planning Consultants updated the Committee on the finalizing of designs of 60 on Broadway. Mr. Dymont noted the Committee's concern about the massing of the building, but confirmed that the height is under the allowed 20 metres. The height difference between the proposed design and the existing buildings would be in keeping with guidelines at 36 degrees. The revised plan removes 4 units and the building stepping up the hill. The developers would like to remove the contaminated material from Mill Creek and naturalize the area. They are committed to bringing an arborists to look at forest and do inter-planting and add vegetated buffering. Delegate Dymont explained the various options for façade designs, such as softening and lowering the cornice to the fourth floor of building.

Currently the developers are asking Council to approve zoning and official site plan amendments for the process and will file as soon as Council approves in principle. They would like to work more with Heritage Orangeville on finalizing the design. The Committee expressed greater appeal with the most recent design option with the lower cornice at the fourth floor. The Committee reiterated concerns about the flow of traffic at Wellington, especially with the limited left hand turns onto Broadway. Delegate Dymont expressed the intention to build a bus stop, a sidewalk (at the expense of the developer), a crosswalk for pedestrians, office spaces for residents inside the building, and the intention of the building being for active seniors, as ways to alleviate traffic congestion.

5. Items for Discussion and Reports

5.1 2022 Heritage Calendar

The Committee discussed the idea of "Heritage through the Ages" featuring different heritage homes that were built throughout a range of years to celebrate architecture that would not necessarily be considered heritage.

Recommendation: 2021-030

Moved by Councillor Sherwood

That the Committee recommend Lynda Addy and Gary Sarazin to lead the development of the 2022 Heritage Calendar.

Carried

5.2 3 Amanda Street

Councillor Sherwood explained the issue of a demolition of a non-designated heritage home done without any permit. The property owner cannot be penalized under the Heritage Act because the house is non-designated. Councillor Sherwood relayed to the Committee an update from Bruce Ewald, Chief Building Officer. The CBO put a stop work order on the property. Both the demolition and building permit will likely be issued next week. The fee for the demo permit will increased 100 percent and the owners will be charged a revision fee over and above the standard fee.

5.3 Memo from Brandon Ward, Manager, Planning - Heritage Orangeville Member Appointment

Ms. Alison Scheel would like clarification on whether the BIA appointed Heritage Orangeville Committee member is to be on circulation for sign permit approvals and the Façade Improvement Grant Program.

Recommendation: 2021-031
Moved by Councillor Sherwood

That the Committee appoint to Mark Hauck as the alternate reviewer for Boulevard Café Permits.

Carried Unanimously

Recommendation: 2021-032
Moved by Councillor Sherwood

That the Committee appoint Lynda Addy as the primary reviewer for Sign Variance Permits and the alternate reviewer to be Gary Sarazin, and for both appointees to be included in circulation.

Carried Unanimously

Recommendation: 2021-033
Moved by Councillor Sherwood

That the Committee appoint Councillor Sherwood as the alternate reviewer for Clearing Conditions and Approvals of Demolitions for heritage properties.

Carried Unanimously

6. Facade Improvement Applications

6.1 Facade Grant Application - Update - 7 Mill Street

Recommendation: 2021-034
Moved by L. Addy

That the Committee approve the paint colour, Black HC-190 for the approval of the Façade Grant Application for 7 Mill Street.

Carried Unanimously

7. Correspondence

7.1 Boulevard Cafes - Approval Letters

7.2 Residential Demolition Permit Application, 14 William Street - Update

Recommendation: 2021-035
Moved by Councillor Sherwood

That the Committee approve all correspondence.

Carried Unanimously

8. New Business

The Committee discussed the Public Meeting for 41 William Street, which proposed an R3 development at the corner of Hannah and William. The June 17th, 2021 meeting is available on the Town's YouTube channel.

Alison Scheel extended her thanks to Gary and Lynda for sitting on the selection Committee for the interactive mural.

Ms. Russell confirmed to the Committee that 6 Henry Street was looking to sever the property, but their application has not come to fruition yet.

Councillor Sherwood proposed filming a virtual walk of "Footsteps of our Past". Mr. Sarazin and Mr. Hauck suggested asking for permission from property owners as a courtesy.

9. Date of Next Meeting

Recommendation: 2021-036

Moved by Councillor Sherwood

That the Committee recess for the summer until the September meeting and that special meetings during July and August will be called on an as-needed basis.

Carried Unanimously

10. Adjournment

The meeting adjourned at 8:40 p.m.



Minutes of Heritage Orangeville

July 22, 2021, 7:00 p.m.

Chair and Secretary Participating Remotely
The Corporation of the Town of Orangeville

Members Present: L. Addy
L. Banks
M. Hauck
G. Sarazin

Members Absent: Councillor D. Sherwood

Staff Present: B. Ward, Manager of Planning
A. Graham, Secretary

1. Call to Order

The meeting was called to order at 7:07 PM.

Recommendation: 2021-033

Moved by L. Banks

That Lynda Addy be appointed as Acting Chair for this meeting.

Carried

2. Disclosures of (Direct or Indirect) Pecuniary Interest

3. Adoption of Minutes of Previous Meeting

None.

4. Presentations

4.1 Veronica Cvet, BIA - Theatre Orangeville Mural Winner

Lynda Addy spoke for the BIA representative. The winning mural was created by Beckie Morris and titled *Part of the Magic*. The mural is slated to go up in August 2021.

Alison Scheel thanked the members for helping judge the contest and welcomes the Committee's input in forthcoming contests.

Recommendation: 2021-034

Moved by L. Addy

That the Committee approve the mural design, thus finalizing the project.

Carried

5. Items for Discussion and Reports

5.1 Report from M. Adams, Planning Administrator - 15-17 York Street, Demolition of a Municipal Heritage Register Property

The owner is looking to demolish the rear portion of the addition and install a new two story addition. The property is listed on the Municipal Heritage Register.

The applicant, Matthew Fratarcangeli, proposed a new construction and full demolition of the two story wing at the rear of the house. The proposed plans would remain the same but the wall construction would be updated.

The Committee commented that this would be suitable as there would be no effect on the façade at the front of the structure.

Recommendation: 2021-035

Moved by M. Hauck

That the Committee accept the proposed demolition of the rear portion of the house.

Carried

5.2 Report from B. Ward, Manager of Planning - Official Plan Review, Heritage Orangeville Input and Appointment of Representative

Brandon Ward explained the Official Plan Review. The first phase of which will look at non-growth management related aspects of the plan, and that this stage would involve Heritage Orangeville. Committee input was requested going forward.

Recommendation: 2021-036

Moved by M. Hauck

That the Committee members meet informally on an ad hoc basis to discuss the Official Plan Review.

Carried

Recommendation: 2021-037

Moved by M. Hauck

That the Committee appoint Lynda Addy as the Heritage Orangeville representative for the Official Plan Review Steering Committee.

Carried

6. Facade Improvement Applications

7. Correspondence

8. New Business

The calendar sub-committee asked that if members had any ideas for a unique construction within the last ten to twenty years, to contact them.

9. Date of Next Meeting

10. Adjournment

Meeting adjourned at 7:31 PM.

kitchen and initiatives to assist with housing through Teen Ranch. The Lighthouse serves meals Monday to Friday and sees approximately 25-30 patrons each day and this number has been increasing during the pandemic. Pastor Matt advised the members on their various experiences with the displaced and homeless within the community.

4.3 Randy Narine from Choices Shelter

The committee again welcomed Mr. Narine who provided an update to the committee on the needs required by Choices Shelter to continue the men's shelter program long-term. Mr. Narine indicated that secured sustainable funding is the first step required to continue planning operations. As from there a secured location, operation and service level plans can be initiated.

5. Items for Discussion and Reports

5.1 Mission and Values Statement

The committee reviewed the mission and values statement provided and requested the wording change from "people" to specify men to more specifically target the mandate of the committee.

Moved by James Jackson

That the Mission and Values statement be adopted by the Men's Homelessness committee with the suggested wording amendment.

Carried

5.2 Sub-committees

The committee discussed the option of Sub-committees to tackle specific tasks. Two initial task teams were created for Funding and External Liaisons and a Real Estate task force. Each of the members selected their preferred sub-committee based on their knowledge and skills.

The absent committee members will be contacted and placed accordingly.

6. Correspondence

6.1 Newspaper Article - Choices Shelter opens Men's Shelter

The committee members received the correspondence.

7. New Business

7.1 Communication

Member, Terrence Carter brought forth the request for communication to the public with an update from the men's homelessness committee that they shall continue even after the Choices Men's Shelter opening announcement. The committee would like to comment and clarify that they will be collaborating with Choices and other community groups for the betterment of the community. Mayor Brown, Councillor Sherwood and Administrator, Andrea Shaw shall arrange to meet with the Town's Communications Manager to discuss further.

8. Date of Next Meeting

The next meeting is scheduled for Wednesday, September 8, 2021 at 7 p.m.

9. Adjournment

The meeting adjourned at 8:25 p.m.

Approved the by Committee on August 25, 2021 meeting.

Mission and Values for the Men's Homelessness Committee

Men's Homelessness Committee Mission Statement:

The Men's Homelessness Committee's mission is to provide a safe displaced men's transitional home, and to offer programs and services in support of the hopes and needs of people dealing with life issues.

Men's Homelessness Committee Values:

- We believe all men deserve to feel safe.
- We believe all men are deserving of accessible and welcoming service.
- We encourage, assist and support individuals to realize their self-worth and potential.
- We respect the dignity and value of all men, and their right to confidentiality.
- We strive to provide an environment where men and property are respected.
- We value community participation, partnerships and working cooperatively with others.
- We believe in utilizing resources effectively.

Orangeville Police Services Regular (Public Session) Board Meeting Minutes

Tuesday June 15, 2021
Electronic Meeting via Microsoft Teams
Orangeville, Ontario

Members Present:

Chair T. Taylor
Vice-Chair I. McSweeney
Member K. Krakar
Member A. MacIntosh
Member M. Rose
Secretary H. Asling

Staff Present:

D. Benotto, Software Operations Supervisor
M. Pourmanouchehri, IT Technician

Invited Guests:

OPP Inspector – Detachment Commander T. Ward

1. Call to Order

The meeting was called to order at 5:08 p.m.

2. Disclosures of (Direct or Indirect) Pecuniary Interest

None.

3. Preliminary Matters

None.

4. Approval of Agenda

Recommendation:

Motion that the Board discuss and approve the Agenda for the June 15, 2021 Orangeville Police Services Board Regular (Public Session) Meeting.

Moved by: Member Rose

Seconded by: Member Krakar

All in favour

Carried.

5. In-Camera Meeting

Recommendation: Convene into In-Camera Session.

Motion that at [insert time] the Board convene into the In-Camera Session of this meeting under Part III, Section 35(4) of the Police Services Act.

Recommendation:

Motion that the Board discuss any preliminary matters.

6. Public Session

Recommendation: Convene into Public Session.

Motion that at 5:08 p.m. the Board reconvene into the Public Session of this meeting.

Moved by: Member Rose

Seconded by Member Krakar

All in favour

Carried

7. Update from Inspector – Detachment Commander Terry Ward.

A verbal update on policing matters within the Town of Orangeville from OPP Inspector – Detachment Commander Terry Ward

OPP Inspector – Detachment Commander Terry Ward noted that there were 922 calls for services in Orangeville for the month of May. 35 hours of foot patrol, 3 covid related calls where 2 charges ended up being laid.

He advised that there were some interim staffing changes at the Orangeville Detachment. Namely that, Staff Sergeant McLagan has been seconded into the central region crime unit for four weeks. Sergeant J. Moore will be the acting Staff Sergeant. Sergeant S. Phillips will be filling in to lead the crime unit in Orangeville for 3 months.

The Board was advised that the nine new recruits have arrived and have been assigned to their coach officers. OPP Inspector – Detachment Commander Terry Ward recommended introducing the new recruits to the Board when available.

The “Black Cat” speed monitoring devices will arrive by the end of June. The Board noted their approval.

Chair Taylor inquired about the process of where the devices will be utilized and how it will be determined. OPP Inspector – Detachment Commander Terry Ward advised that a list of complaint streets will be used to determine where to deploy the devices initially. He will reach out to Chair Taylor to prioritize the list of where to obtain the traffic statistics.

Chair Taylor inquired if the public would be informed of the data on particular streets following complaints. OPP Inspector – Detachment Commander Terry Ward advised that the data would be shared with the Board however it would not be provided directly to the public. He noted that calls for service will likely increase with the better weather.

Chair Taylor inquired about the reception of the foot patrols and the public perception. OPP Inspector – Detachment Commander Terry Ward noted that the OPP want the officers to engage with the public and increasing the community policing Presence is increasing.

Chair Taylor noted his support of ride-alongs with officers post-pandemic. OPP Inspector – Detachment Commander Terry Ward noted that presently there are challenges for the officers having others in the car at the present time.

Chair Taylor inquired about the use of drugs and illegal sales of nicotine. OPP Inspector – Detachment Commander Terry Ward noted that the community street crimes unit has been very successful and press releases are forthcoming to the media. He acknowledged that there are drug concerns in the town, there is an opioid crisis in the province and country. Resources are being aimed towards the fight on hard drugs.

Recommendation:

Motion that the Board receive the report.

Moved by: Member Rose

Seconded by: Member Krakar

All in favour

Carried.

8. Human Trafficking Information (see email Community Safety and Policing Grant)

Mary Lou Archer, Special Projects Officer, Town of Orangeville provided a report on the Community Safety & Policing Grants – Human Trafficking Initiatives. The report identified the areas the grant funds addressed and the future targets for the program.

Chair Taylor advised the Board that there has been an application made for a human trafficking grant. M. Archer advised through Chair Taylor that there is nothing new to report at this time.

Recommendation:

Motion that the Board receive the report.

Moved by: Member Rose

Seconded by: Member Krakar

All in favour

Carried.

9. Trustee Documentation: Upper Grand District School Board

Inspector Ward, Orangeville OPP Detachment Commander provided a letter from the Upper Grand District School Board pertaining to the policing in schools, partnership initiative the OPP is developing.

Chair Taylor inquired with OPP Inspector – Detachment Commander Terry Ward for comment. OPP Inspector – Detachment Commander Terry Ward advised that the School Board is vetting the information and education prior to delivery at the schools.

Recommendation:

Motion that the Board receive the correspondence from the Upper Grand District School Board to Inspector Ward, Orangeville OPP.

Moved by: Member Krakar

Seconded by: Member Rose

All in favour

Carried.

10. Zone 5 June 8, 2021 Meeting: Report from Vice-Chair McSweeney (Attached Agenda and Financials)

The Ontario Association of Police Services Board – Zone 5 Business meeting was held on Tuesday, June 8, 2021. Vice-Chair McSweeney attended the meeting and provided an update on the meeting. He noted it was a short meeting, one of the topics was the amalgamation framework that the Ministry has put out. There was a good discussion on the views of various Boards and noted that Duane Sprague of the Ministry was in attendance. He informed the Board that the next Zone 5 meeting will be September 14, 2021.

Member Rose noted that the contact information for Zone 5 is not current and up to date.

Vice-Chair McSweeney reviewed the Zone 5 financial report provides a summary of the Zone's finances and is included for the Board's review.

Recommendation:

Motion that the Board receive and discuss the update.

Moved by: Member Rose
Seconded by: Member MacIntosh
All in favour

Carried.

11. Adoption of Minutes of Previous Board Meetings

Minutes from the Orangeville Police Services Board Regular (Public Session) Meeting held on Tuesday, May 18, 2021

Recommendation:

Motion that the Minutes from the Orangeville Police Services Board Regular (Public Session) meeting held on Tuesday, May 18, 2021 be approved.

As it relates to Item 13 from the May Agenda, Inspector Ward advised that there is an operation "quiet running" beginning shortly to fine unnecessary and unreasonable noise. He will add Parkview to the list of where education and enforcement will occur.

Moved by: Member MacIntosh
Seconded by: Member Rose
All in favour

Carried.

Motion to ratify the revised February 23, 2021 Meeting Public Session Minutes.

Moved by: Chair Taylor
Seconded by: Member Rose
All in favour

Carried.

12. Board Member Claims for Special Remuneration

1. The Chair and Vice-Chair attended legal proceedings on June 1, 2021. The remuneration claim forms are attached.
2. The Board held special in-camera meetings on May 26, 2021 and June 9, 2021. The remuneration claim forms for the Chair, Vice-Chair, Board Members and the Secretary are attached.

Recommendation:

Motion that the Board review and approve the above special remuneration and expense claims for reimbursement.

Moved by: Member Rose
Seconded by: Member Krakar
All in favour

Carried.

13. Question Period

None.

14. Presentations

None.

15. Delegations

None.

16. Correspondence

None.

17. Reports

None.

18. New Business

The Board will determine whether a July and August meeting is required.

Chair Taylor noted that the Board will meet via special meeting and the public will be notified. There will be no regularly scheduled meetings in July or August.

Vice-Chair McSweeney noted that the Board has been looking at the procedural by-law lead by Members Krakar and Rose. The bylaw review is almost complete and is expected to be finished in the next few days. The final amended and restated bylaw will be brought forward to the next public meeting.


19. Adjournment

Recommendation:

That the meeting be adjourned at 5:43 p.m.

Moved by: Member Rose
Seconded by: Member Krakar
All in favour

Carried.



Todd Taylor
Chair Orangeville Police Services Board

Todd Taylor, Chair



Heather Asling, Secretary

		Amount
Staffing Costs		
Salaries	2 staff on shift 24/7 and a supervisor.	172,775
Benefits	All SHIP benefits including health benefits and pension	20,617
Total staffing costs		193,392
Staff Costs		
Training		3,000
Travel		1,000
Cell Phone		1,500
Computer equipment		2,500
		8,000
House costs		
Utilities	Hydro, gas and water	10,000
Phone/TV/Internet	Client phone, internet and TV	4,000
Rent	Currently paying \$42,000 per year for the two houses	42,000
Repairs & maintenance		15,000
Landscaping/Snow removal		4,200
Cleaning	Regular cleaning of house	15,000
Furniture/linens	Replacements of beds, mattresses and linens	12,000
		102,200
Client Costs		
Food	Assume food donations reducing this costs	6,000
Client travel		2,000
Client contingencies		6,000
Client supplies		5,000
		19,000
Overhead/General		
Professional fees	Audit/Legal	-
Bookkeeping		3,000
Office supplies		1,500
Insurance		6,000
		10,500
One time capital		-
Total		333,092



The Corporation of the Town of Orangeville

By-law Number 2021

A by-law to amend By-law 021-2019 to confirm appointments to various Boards and Committees

Whereas the Council of The Corporation of the Town of Orangeville deems it expedient to amend By-law 021-2019;

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

1. That Schedule "A" of By-law 021-2019 be deleted and replaced with Schedule "A" of this By-law.

Read three times and finally passed this 27th day of September, 2021.

Sandy Brown, Mayor

Karen Landry, Clerk

Schedule "A" – Appointments to Various Boards and Committees

Board/Committee Name	Members Appointed
Joint Accessibility Advisory Committee	Councillor Post Diva Anderson Larry Barnett Peggy Bond Paul Charbonneau Mike Gravelle James Jackson Larry Rankin Kat Anderson Trevor Lewis Alethia O’Hara-Stephenson Kimberly Rose Kimberly VanRyn
Committee of Adjustment/Property Standards/Dog Designation Committee	Jason Bertrand Hiedi Murray Alan Howe Rita Baldassarra Scott Wilson
Cultural Plan Task Force	Councillor Post RaDeana Montgomery David Nairn Peter Ross Donna Henderson Alison Scheel
Sustainable Orangeville	Councillor Peters Jeff Lemon Martina Rowley Mark Whitcombe Jessica Marchildon Charles McCabe Tammy Woods Matthew Smith Andrew Seagram Valerie Nilsson Janice Quirt Miranda O’Connor
Heritage Orangeville	Councillor Sherwood Lynda Addy Linda Banks Gary Sarazin Mike Beattie Mark Hauck Vacancy
Business and Economic Development Advisory Committee	Councillor Andrews Wendy Edwards Diana Morris

Schedule "A" – Appointments to Various Boards and Committees

	Troy Brett Lina Horne Buddy Pitt Paul Cervený Vacancy
Council Remuneration Committee	To be determined
Orangeville BIA	Councillor Sherwood Mike Beattie Troy Brett Heather Hochmeister Shawn Koroscil Joe Sammut Julie Thurgood Nicole Moriz
Orangeville Hydro	Mayor Brown Deputy Mayor Macintosh
Orangeville Police Services Board	Deputy Mayor Macintosh Councillor Taylor Ian McSweeney
Orangeville Public Library Board	Councillor Peters Councillor Post Shelley Bergant Benn MacDonald Sheri Marks Patrick Neely William Rea
Orangeville Railway Development Corporation Board of Directors	Mayor Brown Deputy Mayor Macintosh Councillor Andrews Councillor Peters Councillor Post Councillor Sherwood Councillor Taylor
Dufferin Provincial Offences Administration Board of Management	Councillor Andrews
Theatre Orangeville Board of Directors	Councillor Taylor
Credit Valley Conservation	Councillor Peters
Fire Service Advisory Committee	Mayor Brown
Equity, Diversity and Inclusion Committee	Councillor Post Councillor Andrews Sharyn Ayliffe Polvier Fokes-Grandison Patti Thomas Natasha Fisher Sushil Shundil Shawna McNally Hazel Mason Caroline Stacey

Schedule "A" – Appointments to Various Boards and Committees

	<p>Niketa Peters Robin McLean Dawn Kelly David Nairn</p>
<p>Men's Homelessness Committee</p>	<p>Mayor Brown Councillor Andrews Councillor Sherwood Anthony Carnovale Christopher Sheehan James Jackson Louis Sapi Margo Young Michael Demczur Nolan Bentley Terrance Carter</p>
<p>Official Plan Steering Committee</p>	<p>Councillor Peters Councillor Taylor Lynda Addy James Jackson Martina Rowley Wendy Edwards Joe Sammut Jason Bertrand Paul Janssen Richard Majkot Chris DeCastro</p>



The Corporation of the Town of Orangeville

By-law Number

A by-law to authorize the execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between Her Majesty the Queen in right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Town of Orangeville

WHEREAS it is deemed expedient to authorize the execution of an Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream.

Now therefore, the Council of the Town of Orangeville hereby enacts as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute on behalf of the Town of Orangeville the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream ("Agreement") between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Town of Orangeville in a form satisfactory to Legal Services.
2. THAT, the Mayor and Clerk and, as applicable, the delegate specified in Schedule "B" of the Agreement are hereby authorized to execute on behalf of the Town of Orangeville any amendment to the Agreement or ancillary document necessary to fulfil the ICIP requirements in a form satisfactory to Legal Services.
3. THAT the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the Town of Orangeville, as required under the Investing in Canada Infrastructure Program.
4. THAT the Town of Orangeville commits to spending Investing in Canada Infrastructure Program funding in accordance with all of the terms and conditions specified in the Agreement.
5. THAT the Town of Orangeville commits to spending Investing in Canada Infrastructure Program funding only on implementing the approved projects identified in the Agreement.

Passed in open Council this 27th day of September, 2021

Sandy Brown, Mayor

Karen Landry, Clerk



The Corporation of the Town of Orangeville

By-law Number _____

**A By-law to amend Zoning By-law No. 22-90 as amended,
with respect to Lots 8 and 9, Block 1, Plan No. 216, Town of
Orangeville, County of Dufferin, municipally known as**

41 William Street

Duncan Shaw, RZ-2021-01

Whereas the Council of the Corporation of the Town of Orangeville is empowered to pass By-laws to permit the use of land pursuant to Sections 34 and 36 of the Planning Act, RSO 1990, as amended;

And whereas Council considers it desirable to pass a By-law to amend Zoning By-law No. 22-90, as amended, to permit single detached and semi-detached dwellings Lots 8 and 9, Block 1, Plan No. 216, Town of Orangeville, County of Dufferin, municipally known as 41 William Street.

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

1. That Schedule "A", Map D5 to Zoning By-law No. 22-90, as amended, is hereby further amended by rezoning the lands as depicted on Schedule "A" attached to this By-law.
2. That Section 24 of By-law 22-90, as amended, is hereby further amended by adding the following thereto:

"24.228 Notwithstanding Section 9.2 (*Regulations for Single-Detached Dwellings and Group Homes*), the following regulations shall apply to the lands zoned Residential Third Density (R3) Zone, SP 24.228:

Lot area (minimum)

- Corner lot

250 square metres

Lot frontage (minimum)	
- Corner Lot	9.3 metres
Exterior side yard (minimum)	0.3 metres
Interior side yard (minimum)	1.2 metres
Rear yard (minimum)	
- Interior lot	2.5 metres
- Corner lot	6.5 metres
Coverage (maximum)	
- Two or more storeys	40%

Notwithstanding Section 9.3 (*Regulations for Semi-Detached Dwellings*), the following regulations shall apply to the lands zoned Residential Third Density (R3) Zone, SP 24.228:

Lot area (minimum)	224 square metres per dwelling unit
Lot frontage (minimum)	
- Interior lot	7.5 metres per dwelling unit
Coverage (maximum)	
- Two or more storeys	41%

Notwithstanding Section 5.29 (Second Dwelling Units), a second dwelling unit shall not be permitted in any half of a semi-detached dwelling.

Holding Symbol

The Holding Symbol (H) shall only be removed from all or a portion of the lands when the Town is satisfied that:

- 1) there is sufficient water supply and sewage treatment capacity to service the development or portion thereof as the case may be;
- 2) a satisfactory servicing plan has been submitted to the Town and that all required water and wastewater services have been installed to the satisfaction of the Town; and
- 3) the Owner has entered into a Development Agreement with the Town, to be registered on title, which includes the following obligations for the owner to:

- a) implement low impact development (LID) measures recommended in a Functional Servicing Report and Preliminary Water Balance, to the satisfaction of the Town;
- b) include warning clauses in any purchase and sale agreements for the new dwelling lots, advising future owners of the presence and function of the LID features, along with recommended maintenance practices;
- c) carry-out tree protection measures and any compensation planting as recommended in an Arborist report, all to the satisfaction of the Town; and
- d) submit a site plan and building elevations to the satisfaction of the Planning Division, for any new single detached dwelling, prior to the submission of any building permit application to the Town.

Passed in open Council this 27th day of September, 2021.

Sandy Brown, Mayor

Karen Landry, Clerk



The Corporation of The Town of Orangeville
 Schedule 'A' Town of Orangeville Zoning By-law 22-90

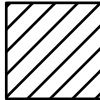



Schedule **"A"** to by-law

Passed the _____ day of _____

 Mayor

 Clerk

 Lands to be rezoned from Residential Second Density (R2) Zone to Residential Third Density (R3)(H) Zone, S.P. 24.228

 Lands to be rezoned from Residential Second Density (R2) Zone to Residential Third Density (R3) Zone, S.P. 24.228



The Corporation of the Town of Orangeville

By-law Number 2021-

A by-law to permit the Kin Club of Orangeville to hold a road toll fundraising event at the intersections of Third Street and Fourth Avenue on October 2, 2021 from 9:00 a.m. to 4:00 p.m.

Whereas the Safe Streets Act, 1999 (the Act) prohibits solicitations in an aggressive manner;

And whereas Section 3(3) of the Act provides an exemption to permit fund-raising activities that meet the following conditions:

1. They are conducted by a charitable organization registered under the Income Tax Act (Canada) on a roadway where the maximum speed limit is 50 km/hour.
2. They are permitted by a by-law of the municipality in which the activities are conducted.

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

1. That permission is hereby granted for the Kin Club of Orangeville to hold a voluntary road toll fundraising event at the intersections of Third Street and Fourth Avenue on October 2, 2021 from 9:00 a.m. to 4:00 p.m.

Passed in open Council this 27th day of September, 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 Council Meeting held on September 27, 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 Council Meeting held on September 27, 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 27th day of September, 2021

Sandy Brown, Mayor

Karen Landry, Clerk