



**Agenda  
Council Meeting**

**Monday, August 8, 2022, 6:15 p.m.**

**Electronic Meeting**

**The Corporation of the Town of Orangeville  
(Mayor and Clerk at Town Hall - 87 Broadway)  
Orangeville, Ontario**

**NOTICE**

Due to efforts to contain the spread of COVID-19 and to protect all individuals, the Council Chambers at Town Hall will not be open to the public to attend Council meetings until further notice.

Members of the public who have an interest in a matter listed on the agenda may, up until 10:00 a.m. on the day of a scheduled Council meeting email [councilagenda@orangeville.ca](mailto: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: 818 518 122#

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](mailto:clerksdept@orangeville.ca)

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**Pages**

- 1. Call To Order**
- 2. Approval of Agenda**  
Recommendations:  
That the agenda and any addendums for the August 8, 2022 Council Meeting, be approved.
- 3. Disclosure of (Direct and Indirect) Pecuniary Interest**
- 4. Closed Meeting**  
Recommendations:  
That a closed meeting of Council be held pursuant to s. 239 (2) of the Municipal Act for the purposes of considering the following subject matters:
  - 4.1. 2022-07-11 Closed Council Minutes**

**4.2. Confidential Verbal Report from John Hart, Town Solicitor - Ministry of the Environment, Conservation and Parks**

Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**4.3. Confidential Verbal Report from Raymond Osmond, Acting CAO - Public Office Holders**

Personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations.

**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.

Any member of the public connecting via telephone is reminded to press \*6 to mute and unmute. Please remain muted until the Chair requests comments or questions from the public.

**9. Rise and Report**

Recommendations:

That the 2022-07-11 Closed Council Minutes, be approved;

And that the Confidential Verbal Report from John Hart, Town Solicitor regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, be received;

And that the Confidential Verbal Report from Raymond Osmond, Acting CAO regarding personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations, be received;

And that staff proceed as directed.

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

Recommendations:

That the minutes of the following meeting be approved:

**10.1. 2022-07-11 Council minutes**

**11. Presentation, Petitions and/or Delegation**

- 11.1. Phil Crnko, President, MASc., P. Eng., Black Castle Networks,  
Telecommunications Report

12. Staff Reports

- 12.1. Telecommunications Report, CPS-2022-062 21 - 24

Recommendations:

That report CPS-2022-062, Telecommunications Report, be received;

And that staff be authorized to pursue grant funding for initiatives related to upgrading the Town's telecommunication systems.

- 12.2. 2022 Second Quarter Capital Progress, CPS-2022-055 25 - 34

Recommendations:

That report CPS-2022-055, regarding the 2022 Second Quarter Capital Progress, be received.

- 12.3. Information Update - Building Modernization and Energy Saving  
Collaboration, CPS-2022-056 35 - 37

Recommendations:

That Report CPS-2022-056, regarding an update on the ESCO procurement process, be received.

- 12.4. 2022 Second Quarter Operating Fund Variance, CPS-2022-057 38 - 43

Recommendations:

That report CPS-2022-057, regarding the 2022 Second Quarter Operating Fund Variance, be received.

- 12.5. 2022 Community Grants Update, CPS-2022-058 44 - 46

Recommendations:

That report CPS-2022-058, 2022 Community Grants Update, be received;

And that Council approve distribution of 2022 Community Grant budgeted funds of \$150.

- 12.6. ICIP: Green Stream Funding Agreement, CPS-2022-060 47 - 104

Recommendations:

That report CPS-2022-060, ICIP: Green 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 Infrastructure for funding.

- 12.7. Section 357 Tax Appeals, CPS-2022-061 105 - 107

Recommendations:

That report CPS-2022-061, regarding Section 357 Tax Appeals for 2022, be received:

And that Council authorize reduction in property tax totalling \$2,948.37.

- |        |   |           |
|--------|---|-----------|
| 12.8.  | <b>Budget 2023 Schedule and Direction, CPS-2022-063</b><br>Recommendations:<br>That report CPS-2022-063, Budget 2023 Schedule and Direction, be received;<br><br>And that Council endorse receiving a 5-year budget outlook for Operating Budget and a 10-year budget outlook for Capital Budget deliberations;<br><br>And that Council approve maintaining of the cost-of-living allowance equivalent to the same level as 2022 of 2% as a guideline to report a budget for non-union staff salary and benefits in the proposed 2023 budget;<br><br>And that Council approve an additional \$200,000 to bring annual contribution to capital budget from \$2.6M to \$2.8M in light of global inflationary pressures. | 108 - 116 |
| 12.9.  | <b>New Businesses in Orangeville – March 1 – June 30, 2022, CMS-2022-016</b><br>Recommendations:<br>That report CMS-2022-016, New Businesses in Orangeville - March 1 - June 30, 2022, be received.   | 117 - 119 |
| 12.10. | <b>Development of 82, 86-90 Broadway, CMS-2022-018</b><br>Recommendations:<br>That report CMS-2022-018, regarding Development of 82, 86-90 Broadway, be received;<br><br>And that Council direct staff to complete a 2023 capital budget submission for consulting services required to oversee and manage all elements of a detailed proposal call and related processes for the development of 82, 86-90 Broadway.  | 120 - 124 |
| 12.11. | <b>Next Generation 911 – Authority Service Agreement, CMS-2022-019</b><br>Recommendations:<br>That report CMS-2022-019, Next Generation 911 – Authority Service Agreement, be received;<br><br>And that Council pass a by-law to enter into an agreement for the delivery of 9-1-1 services with the County of Dufferin.  | 125 - 132 |
| 12.12. | <b>Lease Extension Mel's Skate Shop, CMS-2022-020</b><br>Recommendations:<br>That Report CMS-2022-020, Lease Extension Mel's Skate Shop, be received;<br><br>And that Council direct staff to extend the Lease Agreement with the   | 133 - 134 |



Corporation of the Town of Orangeville, and Mel's Skate shop for one additional year;

And that Council pass a by-law to authorize the Mayor and Clerk to sign the necessary agreement

- 12.13. Intersection All-Way Stop Review (Various Locations), INS-2022-049 135 - 149

Recommendations:

That report INS-2022-049, Intersection All-Way Stop Review (Various Locations), be received;

And that Council pass a by-law to implement an all-way stop at the intersection of College Avenue and Fieldgate Drive;

And that Council pass a by-law to implement an all-way stop at the intersection of Spencer Avenue and Cornwall Gate/Abbey Road;

And that Staff update the All-Way Stop Policy to reflect the current criteria as set out in Book 5 of the Ontario Traffic Manual (OTM) dated December 2021.

13. Correspondence

Recommendations:

That the month of November 2022 be proclaimed as Lung Cancer Awareness Month;

And that the following correspondence be received:

- 13.1. Proclamation Request - Lung Cancer Awareness Month, November 2022 150 - 151
- 13.2. County of Dufferin, Community Safety and Well-Being Plan 2021 Annual Report 152 - 167
- 13.3. County of Dufferin, Notice of Passing of Development Charges By-Law 168 - 168
- 13.4. Town of Grand Valley, Municipal Comprehensive Review Process and Land Needs Assessment 169 - 174
- 13.5. Township of Amaranth, Notice of Public Meeting 175 - 175
- 13.6. Township of East Garafraxa, Notice of Adoption of Official Plan Amendment No. 9 176 - 184
- 13.7. Township of Melancthon, Ontario Wildlife Damage Compensation Program 185 - 186
- 13.8. Township of Mulmur, Climate Emergency Declaration 187 - 187

14. Committee/Board Minutes

Recommendations:

That the minutes of the following meetings be received:

- 14.1. 2022-06-22 Cultural Plan Task Force Minutes 188 - 190
- 14.2. 2022-06-03 Joint Accessibility Advisory Committee Minutes 191 - 193

14.3.	<b>2022-06-09 Official Plan Steering Committee Minutes</b>	194 - 195
14.4.	<b>2022-06-07 Sustainable Orangeville Committee Minutes</b>	196 - 199
15.	<b>Notice of Motion Prior to Meeting</b>	
15.1.	<b>Mayor Brown - Santa Claus Parade</b>	
	Whereas the Santa Claus Parade has been an institution enjoyed by children and adults of Orangeville and surrounding area for decades, and	
	Whereas the Kin Club has announced that they do not have the resources to organize and hold the event in 2022, and	
	Whereas the Town has an opportunity to continue the tradition of a Santa Claus parade in Orangeville;	
	Therefore be it resolved that Town Council approves:	
	1. The Town hosting a Santa Claus Parade on November 19, 2022;	
	2. Community Services staff organizing the Santa Claus Parade; and	
	3. Funding in the amount of \$15,000 from Parks and Recreation Reserve to cover the associated costs	
16.	<b>Notice of Motion at Meeting</b>	
17.	<b>New Business</b>	
18.	<b>Question Period</b>	
	Any member of the public connecting via telephone is reminded to press *6 to mute and unmute.	
19.	<b>By-Laws</b>	
	Recommendations:	
	That the by-laws listed below be read three times and finally passed:	
19.1.	<b>A by-law to authorize the execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Green Stream</b>	200 - 201
19.2.	<b>A by-law to amend Traffic Bylaw 78-2005, to establish a stop sign on College Avenue at Fieldgate and Spencer Avenue at Abbey Road and Cornwall Gate</b>	202 - 202
19.3.	<b>A by-law to authorize the entering into and execution of an agreement with the County of Dufferin for the delivery of 9-1-1 services</b>	203 - 203
19.4.	<b>A by-law to authorize the extension of the agreement with Mel's Skate Shop (Skate Sharpening Services – Alder Street Recreation Centre)</b>	204 - 204
19.5.	<b>A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its closed and regular Council Meeting held on August 8, 2022</b>	205 - 205
20.	<b>Adjournment</b>	
	Recommendations:	

That the meeting be adjourned.



## **Council Meeting Minutes**

**July 11, 2022, 6:15 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, was present at Town Hall  
Deputy Mayor A. Macintosh  
Councillor J. Andrews  
Councillor G. Peters  
Councillor L. Post  
Councillor D. Sherwood  
Councillor T. Taylor

Staff Present: M. Archer, Special Projects Officer  
D. Benotto, Software Operations Supervisor  
M. Jhajj, Acting Deputy Treasurer  
G. Kocialek, Interim General Manager, Infrastructure Services  
C. Khan, Clerk, was present at Town Hall  
J. Lackey, Manager, Transportation and Development  
A. McKinney, General Manager, Corporate Services  
R. Osmond, General Manager, Community Services  
R. Phillips, Manager, Economic Development  
N. Syed, Treasurer  
B. Ward, Manager, Planning  
T. Macdonald, Deputy Clerk

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### **1. Call To Order**

The meeting was called to order at 6:15 p.m.

**2. Approval of Agenda**

**Resolution 2022-258**

Moved by Councillor Andrews  
Seconded by Councillor Taylor

That the agenda and any addendums for the July 11, 2022 Council Meeting, be approved.

**Carried**

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

None.

**4. Closed Meeting**

**Resolution 2022-259**

Moved by Deputy Mayor Macintosh  
Seconded by Councillor Peters

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:

2022-06-27 Closed Council Minutes

Confidential Verbal Report from Ray Osmond, Acting CAO - Public Office Holders

Personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations.

**Carried**

Council recessed from 6:24 p.m. to 7:00 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 2022-260**

Moved by Councillor Taylor  
Seconded by Councillor Post

That the 2022-06-27 Closed Council Minutes, be approved;  
And that staff proceed as directed.

**Carried**

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

**Resolution 2022-261**

Moved by Councillor Andrews  
Seconded by Councillor Taylor

That the minutes of the following meetings be approved:  
2022-06-27 Council minutes

**Carried**

**10.1 2022-06-27 Council minutes**

**11. Presentation, Petitions and/or Delegation**

Aman Singh and Thomas UDA, SLBC Inc. provided an overview of the Asset Management Plan for Core Infrastructure Assets and answered questions from Council.

**11.1 Aman Singh, MEng, MBA, P. Eng, Senior Partner, SLBC Inc. and Thomas Uda, P. Eng, PMP, Engagement Manager, SLBC Inc. Asset Management Plan for Core Infrastructure Assets**

**12. Staff Reports**

**12.1 Asset Management Plan for Core Infrastructure Assets, CPS-2022-054**

**Resolution 2022-262**

Moved by Councillor Andrews  
Seconded by Councillor Sherwood

**That report CPS-2022-054, Asset Management Plan for Core Infrastructure Assets, be received;**

**And that Council approve the 2022 Asset Management Plan as presented.**

**Carried**

## **12.2 False Alarm Calls, CPS-2022-010**

### **Resolution 2022-263**

Moved by Councillor Taylor  
Seconded by Councillor Andrews

**That report CPS-2022-010 False Alarms Calls, be received;**

**And that staff review and assess false alarm data provided by the OPP on a bi-weekly basis and focus on education as an initial step;**

**And that staff report back to Council during the 2023 budget process on the resourcing required to develop a False Alarm By-law and program on a permanent basis.**

**Carried**

## **12.3 2022 Business Improvement Area Levy, CPS-2022-052**

### **Resolution 2022-264**

Moved by Councillor Sherwood  
Seconded by Deputy Mayor Macintosh

**That report CPS-2022-052, 2022 Business Improvement Area Levy, be received;**

**And that Council adopt the 2022 BIA levies as proposed for the 2022 fiscal year;**

**That Council pass a by-law to provide for the levy and collection of a special charge upon rateable property in the Orangeville Business Improvement Area in the Corporation of the Town of Orangeville for the year 2022.**

**Carried**

**12.4 Section 357 Tax Appeals, CPS-2022-053**

**Resolution 2022-265**

Moved by Councillor Andrews  
Seconded by Councillor Peters

**That report CPS-2022-053, regarding Section 357 Tax Appeals for 2021, be received:**

**And that Council authorize reduction in property tax totalling \$4,029.65.**

**Carried**

**12.5 Recommendation to Adopt a New Community Improvement Plan (CIP), INS-2022-047**

**Resolution 2022-266**

Moved by Councillor Peters  
Seconded by Mayor Brown

That Attachment No. 6, Design Guidelines be removed from report INS-2022-047, regarding a Recommendation to Adopt a New Community Improvement Plan (CIP), for further discussion at the August 8, 2022 Council meeting;

**Carried Unanimously**

**Resolution 2022-267**

Moved by Councillor Andrews  
Seconded by Councillor Post

**That report INS-2022-047, regarding a Recommendation to Adopt a New Community Improvement Plan (CIP), with Attachment No. 6, Design Guidelines removed, be received;**

**And that Council pass a By-law as included in Attachment No.1, to designate the Town of Orangeville as a Community Improvement Project Area (CIPA);**



**And that Council pass a By-law as included in Attachment No. 2, to adopt the new 2022 Community Improvement Plan for the Town of Orangeville, as included in Attachment No. 3, representing a new comprehensive revitalization strategy for the Community Improvement Project Area;**

**And that By-law No. 55-90, being the By-law to designate the Downtown Community Improvement Project Area and to adopt the Downtown Orangeville Community Improvement Plan, be repealed.**

**And that staff be directed to establish a Community Improvement Reserve Fund for implementing the 2022 Community Improvement Plan and reallocate \$30,000 from the Façade Improvement Grant Program fund within Corporate Allocations to the Community Improvement Reserve Fund;**

**And that staff be directed prepare submissions for the 2023 budget for additional funding required to administer and implement the Plan and its programs;**

**And that staff be directed to bring a follow-up report to Council in the first quarter of 2023 to outline recommendations regarding the implementation of the Plan and the appropriate programs to be funded in 2023.**

**Carried**

## **12.6 Orangeville Fare Free Transit, INS-2022-048**

### **Resolution 2022-268**

Moved by Councillor Peters

Seconded by Councillor Andrews

**That report INS-2022-048, Orangeville Fare-Free Transit, be received;**

**And that staff be directed to implement a two-year pilot project, offering free fares on the Orangeville Transit system commencing January 1, 2023;**

**And that staff be directed to update Council every four months on ridership growth and other impacts and successes associated with this pilot.**

Yes (6): Mayor Brown, Deputy Mayor Macintosh, Councillor Andrews, Councillor Peters, Councillor Post, and Councillor Sherwood

No (1): Councillor Taylor

**Carried (6 to 1)**

### **13. Correspondence**

#### **Resolution 2022-269**

Moved by Councillor Andrews

Seconded by Deputy Mayor Macintosh

That the following correspondence be received:

Credit Valley Conservation, 2021 Audited Financial Statements

Headwaters Health Care Centre, Changes in COVID-19 Restrictions

Headwaters Health Care Centre, COVID-19 Assessment Centre and Dufferin

Cold and Flu Clinic

**Carried**

#### **13.1 Credit Valley Conservation, 2021 Audited Financial Statements**

#### **13.2 Headwaters Health Care Centre, Changes in COVID-19 Restrictions**

#### **13.3 Headwaters Health Care Centre, COVID-19 Assessment Centre and Dufferin Cold and Flu Clinic**

### **14. Committee/Board Minutes**

#### **Resolution 2022-270**

Moved by Councillor Sherwood

Seconded by Councillor Post

That the minutes of the following meetings be received:

2022-03-22 Business and Economic Development Advisory Committee Minutes

2022-03-17 Heritage Orangeville Minutes

2022-04-21 Heritage Orangeville Minutes

2022-05-19 Heritage Orangeville Minutes

2022-06-16 Heritage Orangeville Minutes

2022-05-12 Official Plan Steering Committee Minutes

2022-04-21 Orangeville BIA Minutes

2022-04-26 Orangeville BIA Minutes  
2022-05-17 Orangeville Police Services Board Minutes  
2022-04-27 Orangeville Public Library Board Minutes

**Carried**

- 14.1 2022-03-22 Business and Economic Development Advisory Committee Minutes**
- 14.2 2022-03-17 Heritage Orangeville Minutes**
- 14.3 2022-04-21 Heritage Orangeville Minutes**
- 14.4 2022-05-19 Heritage Orangeville Minutes**
- 14.5 2022-06-16 Heritage Orangeville Minutes**
- 14.6 2022-05-12 Official Plan Steering Committee Minutes**
- 14.7 2022-04-21 Orangeville BIA Minutes**
- 14.8 2022-04-26 Orangeville BIA Minutes**
- 14.9 2022-05-17 Orangeville Police Services Board Minutes**
- 14.10 2022-04-27 Orangeville Public Library Board Minutes**
- 15. Notice of Motion Prior to Meeting**
- 15.1 Councillor Peters, Green Development Standards**

**Resolution 2022-271**

Moved by Councillor Peters  
Seconded by Councillor Post

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions;

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code

except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS buildings with better energy performance provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS municipalities are already leading the way in adopting or developing energy performance tiers as part of Green Development Standards, including Toronto and Whitby with adopted standards and Ottawa, Pickering, and others with standards in development;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED that Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building Code and the necessity of bold and immediate provincial action on climate change; That Council request the Province of Ontario to adopt a more ambitious energy performance tier of the draft National Model Building Code as the minimum requirement for the next edition of the Ontario Building Code than those currently proposed;

That Council request the Province of Ontario provide authority to municipalities to adopt a specific higher energy performance tier than the Ontario Building Code, which would provide more consistency for developers and homebuilders than the emerging patchwork of municipal Green Development Standards;

That Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

That this resolution be provided to the Minister of Municipal Affairs and Housing and to area MPPs.

**Carried**

**16. Notice of Motion at Meeting**

**Resolution 2022-272**

Moved by Councillor Post

Seconded by Councillor Peters

That notice be waived to allow for the introduction and consideration of a motion regarding amendments to the Conservation Authorities Act as the matter is time sensitive.

**Carried**

**Resolution 2022-273**

Moved by Councillor Post

Seconded by Deputy Mayor Macintosh

Whereas the Ontario Amber Alert is a warning system that quickly alerts the public of a suspected abduction of children who are in imminent danger;

And Whereas the goal is to broadcast as much information about the child, the abductor and suspect vehicles as quickly as possible so that the public can respond with any relevant information that might lead to the child's safe return;

And Whereas people are encouraged to share the Amber Alert with as many people as possible. If a child or vulnerable person is abducted, spreading the information quickly is critical to their safe return;

And Whereas an Amber Alert makes the Public aware to keep an eye out for the child, vulnerable person, suspect and the vehicle described, in the alert. If they spot them, try to gather as many details as they can, including the specific location where they saw them, the time, the direction they were travelling in and any other identifying details that will help to locate them;

And Whereas an Amber Alert gives citizens instructions to call 9-1-1 or the phone number included in the alert immediately if they have a trip or a sighting related to an Amber Alert; An Amber Alert will only be activated if:

- The police have confirmed that an abduction has taken place; and
- There is reason to believe the victim is in danger of serious physical injury, and there is information available that, if broadcast to the public, could assist in the safe recovery of the victim.

And Whereas it is essential to remember that an Amber Alert is not always appropriate in every circumstance and that their continued effectiveness depends on ensuring that they are only used in cases that meet the above criteria;

And Whereas the recent tragic death of 11 year old Draven Graham showed that the Amber Alert system is flawed when it comes to vulnerable children who can go missing but are not abducted;

And Whereas at the time this motion was written, there have been over 90,000 citizens who had signed a petition on Change.org requesting that a Draven Alert be created;

And Whereas it is clear that there needs to be an addition to the alert system to allow for law enforcement to send out an alert for vulnerable children who go missing under circumstances that do not involve an abduction but are at serious risk of injury or death; Therefore be it resolved that the Municipality of Brighton and its Council endorse the following:

1. That the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to make the necessary changes to the Amber Alert system and create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing.
2. That letters be sent to Premier Doug Ford, Solicitor General, Michael Kerzner, OPP Commissioner, Thomas Carrique, and to our MPP and Deputy Premier, Sylvia Jones

**Carried**

## **17. New Business**

Councillor Post announced the induction of Josh Sanderson into the Lacrosse Hall of Fame.

Councillor Andrews thanked staff for the Canada Day celebrations that were hosted by the Town.

Councillor Taylor indicated that Ribfest is being held this weekend and that volunteers are still required. Any interested volunteers should contact Councillor Taylor for more information.

Councillor Taylor announced that Fringe Festival is returning to Theatre Orangeville in August.

Councillor Peters advised that the Communities in Bloom judges will be in Town this week to complete judging in the non-competitive category.

**18. Question Period**

None.

**19. By-Laws**

**Resolution 2022-274**

Moved by Deputy Mayor Macintosh

Seconded by Councillor Post

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

A by-law to provide for the levy and collection of special charge upon ratable property in the Orangeville Business Improvement Area in the Corporation of the Town of Orangeville for the Year 2022.

A By-law to designate a Community Improvement Project Area for the Town of Orangeville

A by-law to designate a Community Improvement Plan for the Town of Orangeville

A by-law to appoint Tracy Macdonald as Deputy Clerk for the Town of Orangeville

A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its closed and regular Council Meeting held on July 11, 2022

**Carried**

**19.1 A by-law to provide for the levy and collection of special charge upon ratable property in the Orangeville Business Improvement Area in the Corporation of the Town of Orangeville for the Year 2022.**

**19.2 A By-law to designate a Community Improvement Project Area for the Town of Orangeville**

**19.3 A by-law to designate a Community Improvement Plan for the Town of Orangeville**

**19.4 A by-law to appoint Tracy Macdonald as Deputy Clerk for the Town of Orangeville**

**19.5 A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its closed and regular Council Meeting held on July 11, 2022**

**20. Adjournment**

**Resolution 2022-275**

Moved by Councillor Taylor

Seconded by Councillor Post

That the meeting be adjourned at 8:50 p.m.

**Carried**

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Sandy Brown, Mayor

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Carolina Khan, Clerk



**Subject: Telecommunications Report**

**Department: Corporate Services**

**Division: IT**

**Report #: CPS-2022-062**

**Meeting Date: 2022-08-08**

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## Recommendations

**That report CPS-2022-062 Telecommunications Report, be received;**

**And that staff be authorized to pursue grant funding for initiatives related to upgrading the Town's telecommunication systems;**

## Background and Analysis

In 2021, the Town of Orangeville received a provincial modernization grant to review the municipality's telecommunications systems for current and future state needs. The review, conducted by Black Castle Networks (BCN), included a current state assessment of existing telecom assets such as fiber network, wireless towers, radio systems, and services currently utilized.

It also focused on identifying opportunities to leverage next generation networks that would create efficiencies and future proof the Town's system infrastructure, such as public sector broadband network, 5g etc.

In October 2021, the Town initiated the first stakeholder meetings, inviting the Broader Public Sector groups, such as Fire Departments, County of Dufferin, Town of Caledon, Upper Grand School Board.

These stakeholder sessions identified gaps in the current Land Mobile Radio systems (LMR). The LMR systems are a critical component of emergency services communications and are relied on during emergency scenarios that represent a significant risk to life, property, and disasters-based events.

In addition to identifying future ready opportunities for the Town's infrastructure, the report detailed specific risks/deficiencies in the current state that are high priority. It indicates that there are numerous government grants along with private/public

partnership opportunities that can assist in the funding / cost sharing of these projects. These grants have been designed to help modernize radio and wireless 5G services for Municipalities across Canada's public safety network, due to aging infrastructure, and a significant shift from legacy radio systems to modern 5G radio technologies.

The Town does have funding available to initiate the upgrades to the wireless system, but acknowledges the broader upgrades require additional funding. As a result, staff are requesting authorization to apply for funding to remediate identified issues and improve system infrastructure more broadly. In the event staff are unsuccessful the requests will be brought forward in a future budget process.

The benefits to the Town focusing on its own robust telecommunications system are underscored by the recent events with Rogers Telecommunications. It is more relevant now than ever that the town ensures localized communications systems are cable of handling surges (increased loads when a situation occurs) and disasters events, from technological, environmental, or malicious intent.

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## **Strategic Alignment**

### **Orangeville Forward – Strategic Plan**

Priority Area: Municipal Service

Objective: Delivered with a focus on customer service • Effective and efficient • Respectful of cost and impact to the community

Priority Area: Strong Governance

Objectives: Financial responsibility • Positive relationships with other governments, agencies, and private sector

Sustainable Infrastructure

Objectives: Maintain current assets • Plan for growth • Support innovation

### **Sustainable Neighbourhood Action Plan**

Theme: Corporate and Fiscal

Strategy: Encourage and support collaboration to implement sustainability initiatives between municipal and community organizations, local Indigenous groups, conservation authority, colleges, and adjacent municipalities and the County.

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**Notice Provisions**

N/A

**Financial Impact**

Orangeville has budgeted \$900,000 to the project in 2022 via two separate Land Mobile Radio projects. Given the current market situation, any additional funding required will be brought forward in a future funding request and more information will be available upon the completion of the next project phase (radio frequency survey).

The Town also will request grant funding and explore private/public partnerships on the broader systems to reduce additional funding and develop a safe and resilient emergency communication system.

Respectfully submitted

Reviewed by

Andrea McKinney  
General Manager, Corporate Services

Jason Hall  
Manager, Information Technology

Jason Hall,  
IT Manager, Information Technology

**Attachment(s):** 1. Telecom Presentation

**Report Approval Details**

Document Title:	Telecommunications Report - CPS-2022-062.docx
Attachments:	
Final Approval Date:	Jul 28, 2022

This report and all of its attachments were approved and signed as outlined below:

Andrea McKinney

Nandini Syed

**No Signature - Task assigned to Raymond Osmond was completed by delegate  
Andrea McKinney**

Raymond Osmond

**Subject: 2022 Second Quarter Capital Progress**

**Department: Corporate Services**

**Division: Finance**

**Report #: CPS-2022-055**

**Meeting Date: 2022-08-08**

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## **Recommendations**

**That report CPS-2022-055 regarding the 2022 Second Quarter Capital Progress be received.**

## **Background**

The purpose of this report is to provide Council with a summary of the status of capital projects as of June 30, 2022 and to provide variances that have been identified for each project to the end of the second quarter. This report provides a snapshot in time that compares actual expenditures to date with the approved budget per project. As many capital projects span more than one year, all outstanding projects have been organized into three categories, Completed, In Progress or To Be Initiated.

The Tables in the Attachment to follow, list outstanding capital projects in chronological order by the year the project was approved. In addition, comments in the Authorization column have been provided by the project managers.

## **Analysis**

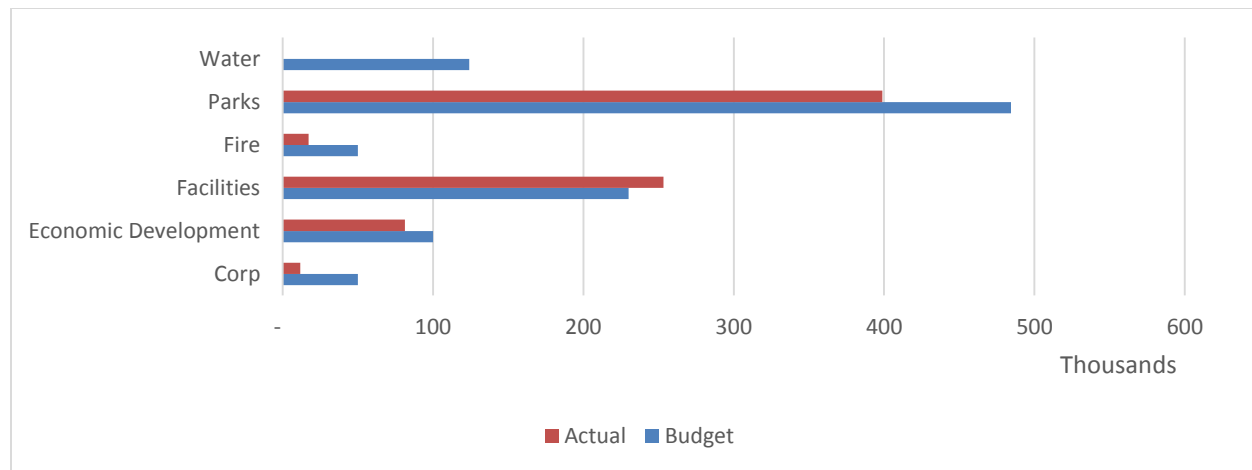
As of the second quarter of 2022, 3% of all approved outstanding capital projects were completed, 88% are in progress and 9% are yet to be initiated.

### **Table 1: Capital Projects Completed as of June 30, 2022**

Table 1 provides the actual capital spending by project, for those projects that were completed during the second quarter, compared to the approved budget. Overall, the financial performance of these projects was favourable with projects being completed under budget by 27% or \$275,958. This favourable variance is driven by largely by one project in the water division that will be closed out due to a significant change in scope.

Additionally, one project in Corporate Allocations, one project in Economic Development, three projects in Facilities, one project in Fire, and three projects in Parks resulted in favourable variances. This is offset by three projects in Facilities that resulted in unfavourable variances.

Figure 1 below shows the aggregate variance by Division for the completed projects in the second quarter of 2022.

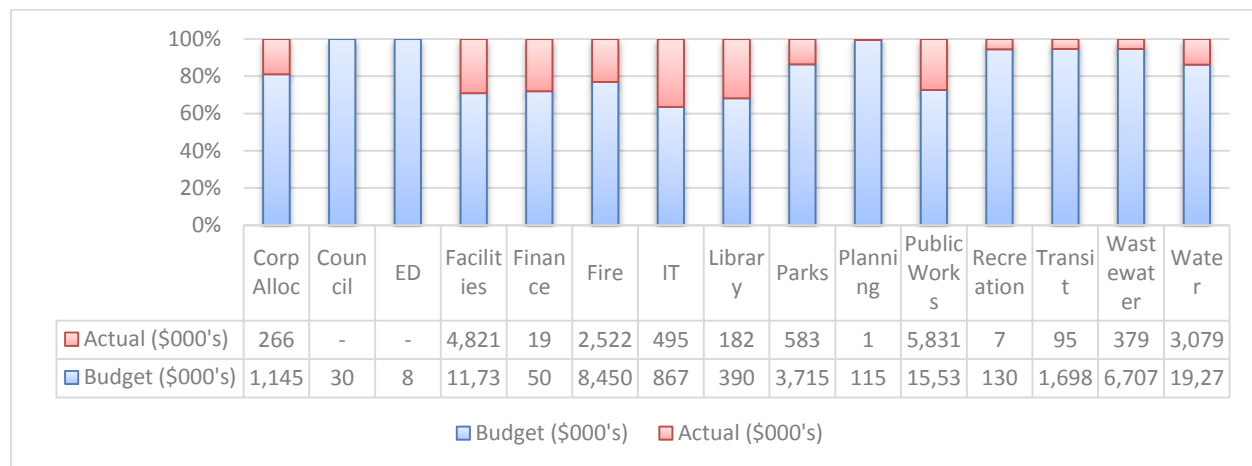


**Figure 1: Aggregate Variance by Division of Completed Projects at June 30, 2022**

**Table 2: Capital Projects in Progress as of June 30, 2022**

Table 2 compares actual expenditures to budget for on-going projects as of the second quarter 2022. As at June 30, 2022, approximately 26% of the approved budget for on-going projects has been utilized. There are four divisions driving this, Facilities (utilized 41% of division budget, and 26% of total town budget), Fire (30% division and 14% Town), Public Works (38% division and 32% Town), and Water (16% division and 17% Town). This is offset by lower spending in remaining divisions, which are all less than 11% of the total town budget.

Figure 2 below shows the year-to-date budget utilized, by division for on going projects as of June 30, 2022.

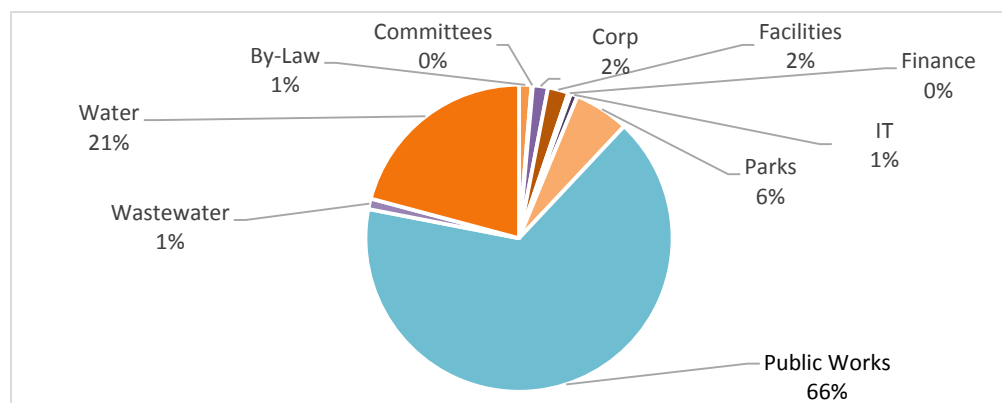


**Figure 2: Budget Utilized by Division for Projects in Progress at June 30, 2022**

**Table 3: Capital Projects To Be Initiated as of June 30 2022**

Table 3 shows the capital projects that are to be initiated as of June 30, 2022. In total, there were \$6.9 million dollars of capital projects approved but not yet started as of the second quarter of 2022. Of these projects, approximately 79% are from the 2022 approved capital budget.

Figure 3 below shows the amount to be initiated by Division.



**Figure 3: Projects to be initiated as of June 30, 2022 by Division**

The second quarter progress report is subject to timing issues given the unprecedented current pandemic, and supply chain issues as well as increasing inflationary impacts. The progress of capital projects may be affected by factors such as, but not limited to the impacts of COVID-19, inflation, supply chain and weather conditions.

**Strategic Alignment****Orangeville Forward – Strategic Plan**

Priority Area: Strong Governance

Objective: This report supports the Town's objective of financial responsibility

**Sustainable Neighbourhood Action Plan**

Theme: Corporate and Fiscal

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

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**Notice Provisions**

None

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**Financial Impact**

There is no immediate Financial Impact as a result of the second quarter capital progress report.

Respectfully submitted

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

Prepared by

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

Reviewed by

Mandip Jhajj, CPA, CGA  
Acting Deputy Treasurer, Corporate  
Services

**Attachment(s):** 1. Capital Progress



**Table 1: Capital Projects Completed as of June 30, 2022**

Division	Capital Project Name	Authorization	Approved Funding	Total Cost	Difference
Water	Well 7 Filtration Equipment	2012/14CB (Close out of project as scope will significantly change)	124,000	-	124,000
Parks	Boardwalk - Dragonfly Park	2013/17/18CB (Substantially complete phase)	389,500	321,328	68,172
Facilities	Second St Entrance Doors -- Town Hall	2020CB	10,000	32,344	(22,344)
Facilities	Camera System Town Hall	2020CB	15,000	22,388	(7,388)
Parks	Play Structure Replacement - Princess of Wales	2020CB (awarded, waiting delivery and installation)	50,000	47,041	2,959
Parks	Rotary Park Redevelopment Plan	2020CB (Final concept complete, in progress)	45,000	30,504	14,496
Facilities	Orangeville Theatre Accessibility Ramp	2021/22CB	110,000	109,878	122
Corp	Workforce Planning	2021CB	50,000	11,601	38,399
Facilities	Town Hall - Network Cabling Upgrades	2021CB	40,000	68,069	(28,069)
ED	Orangeville Community Improvement Plan	2021CB (CIP approved July 11, 2022)	100,000	81,412	18,588
Facilities	Alder Street Duct Cleaning	2022CB	30,000	8,010	21,990
Facilities	Tony Rose "B" Arena Scorbord	2022CB	25,000	12,674	12,326
Fire	Jaws of Life	2022CB	50,000	17,294	32,706
					-
<b>Total Project Complete as of June 30, 2022</b>			<b>1,038,500</b>	<b>762,542</b>	<b>275,958</b>

**Table 2: Capital Projects in Progress as of June 30, 2022**

Division	Capital Project Name	Authorization (Comments provided by Division)	Approved Funding	Total Cost	Difference
Water	Water Meter and Billing Upgrade	2011/12/20CB (Strategy approved, Consultant starting on procurement)	6,525,000	82,856	6,442,144
Transit	Transit Shelters	2013/14/18CB	50,841	-	50,841
Public Works	Salt Storage Shed - Operations Ctr	2013/22CB (on going)	1,490,033	152,287	1,337,746
Water	Generator -- Reservoirs	2014/15/20CB (RFP for upgrades to be issued in Q3)	396,000	92,585	303,415
Water	Water Optimization Strategy	2014CB (on going)	110,000	90,620	19,380
Public Works	3 Bay Expansion - Operations Ctr	2015/17/22CB (on going)	1,430,000	18,923	1,411,077
Water	West Sector Reservoir	2015/20CB (class EA process has started)	2,115,000	146,486	1,968,514
Parks	Bravery Park Monument	2015CB Motion 2015-01, Donations (monument complete, some expenses remaining)	163,789	149,863	13,926
Water	GUDI Well Treatment Upgrades	2016/19CB (class EA process has started)	2,444,000	46,510	2,397,490
Parks	Park Fencing	2017/18/19CB (on going)	87,000	65,121	21,879
Wastewater	SCADA Server Replacement	2017/19/20CB (In progress RFP for integrator almost complete, will then move to work phase)	269,846	68,166	201,680
Wastewater	SCADA Master Plan	2017/19/20CB (In progress RFP for integrator almost complete, will then move to work phase)	150,000	-	150,000
Water	SCADA Systems	2017/19/20CB (In progress RFP for integrator almost complete, will then move to work phase)	710,146	340,608	369,538
Water	SCADA Master Plan	2017/19/20CB (In progress RFP for integrator almost complete, will then move to work phase)	150,000	-	150,000
Transit	Transit Transfer Station	2017/20/21CB (on going)	380,869	94,804	286,065
Water	Water Supply	2017-39/2019/20CB (on going)	3,150,000	1,407,689	1,742,311
Finance	Work Order System	2017CB	50,000	19,391	30,609
Fire	Fire Station	2018/20CB (in progress)	8,045,000	2,521,676	5,523,324
Corp	Asset Management Plan Study	2018/20CB (Phase 1 complete, EAM software in progress)	575,400	79,928	495,472
Public Works	Hansen Blvd Bridge-Lower Monora Creek	2018/21CB (Construction underway by Enscon)	2,087,000	267,831	1,819,169
Corp	HRIS/Payroll Information Systems	2018/22CB (Q3 Completion)	125,000	152,220	(27,220)
Water	Standpipe Cleaning & Painting	2018/22CB, Motion 2022-133 (construction underway)	2,830,113	280,125	2,549,988
Facilities	Hose drying area cat walk - Fire Dept	2018CB (on hold)	6,000	1,526	4,474
Recreation	Upgrades to Soffits -- Alder Rec Ctr - 275 Alder St	2018CB (ongoing)	25,000	473	24,527
Wastewater	Inflow and Infiltration Study - WPCP	2018CB (RFP closes August 11, 2022)	271,000	-	271,000
Public Works	Mill Creek Rehab Centre St. to Bythia St.	2018CB (study underway)	30,000	26,290	3,710
Public Works	Noise Fence	2019/20/21/22CB (Awarded, materials expected August)	292,077	145,193	146,884
Wastewater	Clarifier 3 Centre Unit Replacement	2019/20/22CB (Consultant working on procurement docs for selection of equipment)	1,110,000	-	1,110,000
Facilities	Security Cameras -- Alder Rec Ctr	2019/20CB (Completion by July 31, 2022)	60,000	4,000	56,000
Water	Venturi Meter Replacement	2019/20CB (Contract awarded, work underway)	164,000	123,336	40,664
Facilities	Police Building Upgrades Design	2019-12-09 Motion 8 (working on deficiencies)	1,333,000	1,143,987	189,013
Facilities	Digital Flat Screen TV & software	2019CB (Completion August 30, 2022)	60,000	14,216	45,784
Water	B-Line Watermain-Alder/Spencer	2019CB (Construction complete, in warranty phase)	507,000	420,238	86,762
Facilities	Hand Scanners -- Alder Rec Ctr	2019CB (Dayforce project. On hold)	10,000	-	10,000
Facilities	Wayfinding Signage -- Town Hall	2019CB (in progress, Communications assisting)	7,500	2,856	4,644
Facilities	Wayfinding Signage -- Alder Rec Ctr	2019CB (in progress, Communications assisting)	9,000	2,654	6,346
Public Works	Recon -- Centennial	2020/21/22CB (in second phase, completion in 2023)	6,633,000	4,811,617	1,821,383
Corp	Corporate-wide Digitization	2020/21/22CB (Start of Finalizing SOW)	385,000	34,011	350,989
Fire	Fire Radio Replacement Program	2020/21/22CB (waiting on an update on the Peel Region Communications project and how we can align with the overall regional system. Awaiting further information/presentation)	375,000	-	375,000
Facilities	Exterior Door and Frame Replacement -- Alder Rec Ctr	2020/21CB (awarded and ordered)	20,000	15,979	4,021
Library	Computer Hardware	2020/21CB (complete, pending invoice)	24,000	-	24,000
Library	Furniture & Equip -- Public Library	2020/21CB (Renovations underway. Alder/Makerspace)	130,000	63,843	66,157
Planning	Official Plan Review	2020/22CB	115,398	595	114,803
Facilities	HVAC System -- Town Hall	2020/22CB (Awarded, in contract stage)	225,000	10,324	214,676

**Table 2: Capital Projects in Progress as of June 30, 2022**

Division	Capital Project Name	Authorization (Comments provided by Division)	Approved Funding	Total Cost	Difference
Wastewater	Digester No. 2 Refurbishment	2020/22CB (Cleanout and condition assessment complete, consultant working on procurement docs for equipment)	3,883,000	304,183	3,578,817
Wastewater	Detritor Centre Unit Replacement	2020/22CB (Consultant working on procurement docs for selection of equipment)	330,000	-	330,000
Recreation	Projector and drop-down screen for Saputo Ctr	2020CB	15,000	-	15,000
Public Works	Rehab - Broadway Blvd Brick	2020CB (Awarded, construction started)	1,967,100	75,595	1,891,505
Water	Well 5/5A Variable Frequency Drive	2020CB (class EA process has started)	40,000	-	40,000
Facilities	Cupola Dome -- Town Hall	2020CB (Completed, pending final invoice)	45,000	61	44,939
Facilities	Chimneys -- Town Hall	2020CB (Completed, pending final invoice)	10,000	5,978	4,022
IT	Digital First Strategy	2020CB (multi-year project, in progress)	408,000	169,846	238,154
Public Works	Transit Study	2020CB (on going)	10,000	2,303	7,697
Public Works	Climate Change Risk Assessment	2020CB (on going)	50,000	-	50,000
Public Works	Emerald Ash Borer	2020CB (on going)	293,600	86,668	206,932
Parks	Trail Development Plan -- Phase 2	2020CB (Out for Tender)	2,190,000	272,612	1,917,388
Parks	Professional Services for Monora Creek	2020CB (plans submitted to CVC waiting on approvals)	50,000	16,439	33,561
IT	Computer Hardware	2020CB (Q3 Completion)	273,145	270,394	2,751
Facilities	Feasibility / Business Plan for Regional Recreation Facility	2020CB (RFP being written)	60,000	-	60,000
Parks	Rotary Park Dugout Roofs	2020CB (RFQ to be released again)	8,500	-	8,500
Parks	Kay Cee Gardens Walkway and lighting	2020CB (walkway complete, poles and lights to be installed)	100,000	36,359	63,641
Facilities	Fan Coil Units	2021/22CB (awarded, waiting on delivery)	120,000	13,263	106,737
Parks	Consulting & Redesign of Rebecca Hills Park	2021/22CB (Final design stage)	250,000	15,569	234,431
Parks	Alexandra Park Developement Plan	2021/22CB (In progress)	150,000	4,477	145,523
Public Works	Traffic Signal Upgrades	2021/22CB (on going)	250,000	239,424	10,576
Facilities	Roof Top Unit Replacement	2021/22CB (ordered and being manufactured)	900,000	50,722	849,278
Parks	Monora Creek Rehabilitation	2021/22CB (Tender has been issued)	250,000	16,013	233,987
Facilities	Lap Pool Liner Replacement Alder	2021/22CB, Motion 2021-271 and 2021-402	5,990,890	3,417,114	2,573,776
Library	Library Branding Project	2021CB (Complete, pending invoice)	35,000	33,784	1,216
Public Works	Recon - Church St.	2021CB (consultant chosen, design to start, construction 2023)	80,000	1,377	78,623
Wastewater	Buena Vista Sewage Pumping Station Optimization & Upgrades	2021CB (Contract awarded, study underway)	110,000	6,743	103,257
Transit	Meter Low Floor Buses and Route Expansion	2021CB (Council approval April 25, 2022)	1,265,910	-	1,265,910
Facilities	Red and Green Sprinkler Pipe replacement	2021CB (on going)	75,000	-	75,000
Parks	Parks Truck # 7	2021CB (ordered, waiting on delivery)	55,000	-	55,000
Facilities	Council Chamber Upgrades	2021CB (Phase 1 complete, Phase 2 Q4)	50,000	-	50,000
Public Works	Truck 3 Replacement-2011 International Snow Plough	2021CB (purchased and awaiting delivery)	280,000	607	279,393
Facilities	Alder Multi Purpose Rooms Re-development	2021CB (RFP being written)	30,000	-	30,000
Facilities	Tony Rose Facility Truck	2021CB (waiting on delivery)	41,000	1,094	39,906
Facilities	Alder Facility Truck	2021CB (waiting on delivery)	41,000	37,209	3,791
Corp	Strategic Plan 2023-2027	2022CB	60,000	-	60,000
Facilities	LMR and PSBN	2022CB	650,000	-	650,000
Fire	Bunker Gear	2022CB	30,000	-	30,000
Library	Library Collections	2022CB	200,850	84,324	116,526
Public Works	Boulevard Tree Inventory and Analysis	2022CB	30,000	-	30,000
Facilities	Facilities Operations Van	2022CB (Agreement with Enterprise, waiting on delivery)	60,000	-	60,000
Facilities	Spectator Netting Red and Green rink	2022CB (awarded and ordered, install in August)	35,000	-	35,000
Facilities	Town Hall Make Up Air unit	2022CB (awarded, being manufactured)	75,000	-	75,000
Facilities	Tony Rose Camus Boiler Replacement	2022CB (awarded, waiting on delivery and install)	45,000	-	45,000
Facilities	Alder Red Rink Lighting	2022CB (Awarded, waiting on delivery and install)	40,000	-	40,000
Facilities	Operations Centre LED Lighting	2022CB (Awarded, waiting on delivery and install)	35,000	-	35,000
Facilities	WPCP Adminstration LED lights	2022CB (Awarded, waiting on delivery and install)	30,000	-	30,000
Parks	Equipment Storage Sheds	2022CB (awarded, waiting on delivery and installation)	30,000	-	30,000
Facilities	Tourism Centre Electronic Road Sign	2022CB (Awarded, waiting on delivery)	120,000	4,523	115,478
Parks	Ball Diamond Groomer	2022CB (Complete, pending invoice)	9,000	-	9,000

**Table 2: Capital Projects in Progress as of June 30, 2022**

Division	Capital Project Name	Authorization (Comments provided by Division)	Approved Funding	Total Cost	Difference
Parks	Stone Burier	2022CB (Complete, pending invoice)	22,000	-	22,000
Facilities	Re-Location of Player's Benches Green Rink	2022CB (Complete, waiting on final invoice)	60,000	40,427	19,573
IT	Cyber Security - Mandatory Insurance Requirements	2022CB (Complete, waiting on invoices, complete by July)	80,000	-	80,000
Council	Elections Hardware	2022CB (Completion in October 2022)	29,750	-	29,750
Water	Dudgeon Reservoir Structure Inspection	2022CB (Consultant working on design, work to be done in Fall 2022 after standpipe returns to service)	50,000	14,680	35,320
Wastewater	Digester Building Flow Meter Replacements	2022CB (Contract awarded, delivery in October)	17,000	-	17,000
Public Works	Sidewalk installation 236 First Street	2022CB (Going out for tender)	130,000	3,197	126,803
Facilities	Alder Street Recreation Centre metal Roof Repairs	2022CB (In progress, being completed by Garland)	108,000	-	108,000
Facilities	WPCP Roof Projects	2022CB (In progress, being completed by Garland)	50,880	-	50,880
Facilities	Elevator and front desk Reconstruction - Public Library	2022CB (In Tender stage)	1,335,000	55,105	1,279,895
Public Works	Streetlights	2022CB (ongoing)	40,000	-	40,000
Wastewater	Backwash Return Pumps	2022CB (ordered, 1 delivered early July)	110,000	-	110,000
Wastewater	Headworks - Pumping Equipment - Raw sewage pump 135 hp	2022CB (ordered, delivered July 12th)	170,000	-	170,000
Wastewater	Sewage Pumping Station - Pumping Equipment, Spare Pump	2022CB (ordered, delivery August)	44,000	-	44,000
Wastewater	Sewage Pumping Station - Pumping Equipment - Replacement	2022CB (ordered, delivery August)	130,000	-	130,000
Parks	Parks Ride on Mower	2022CB (ordered, waiting on delivery)	40,000	-	40,000
Parks	Zero Turn Mower	2022CB (ordered, waiting on delivery)	30,000	6,869	23,131
Parks	Skid Steer	2022CB (ordered, waiting on delivery)	70,000	-	70,000
Parks	Bush Hog Mower	2022CB (ordered, waiting on delivery)	10,000	-	10,000
Wastewater	Digester Heat Exchanger Pump Replacements	2022CB (Part of the Digester No. 2 Refurbishment Project)	112,000	-	112,000
Public Works	Replacement of Truck 2-Snow Plough	2022CB (PO issued, awaiting delivery)	310,000	-	310,000
Public Works	Replacement of 2012 vehicle - Truck 6	2022CB (PO issued, awaiting delivery)	80,000	-	80,000
Public Works	Tilt Trailer-Roads	2022CB (PO issued, awaiting delivery)	19,000	-	19,000
Public Works	Stationary Mechanics Hoist	2022CB (PO issued, awaiting delivery)	35,000	-	35,000
Parks	Ball Diamond Clay Mixture	2022CB (Project has been started)	200,000	-	200,000
Water	Pumping Equipment-Well Pump Replacements	2022CB (pump was recently installed)	88,000	32,903	55,097
IT	Security and Data Integrity	2022CB (Q3 Completion)	105,600	55,071	50,529
ED	Community Garden Shed	2022CB (Underway, installation expected Q3-4)	7,500	-	7,500
Recreation	Master Plan Implementation	2022CB (waiting on purchase of truck)	90,000	6,952	83,048
<b>Total Capital Projects in progress as of June 30, 2022</b>			<b>69,857,737</b>	<b>18,280,715</b>	<b>51,577,022</b>

**Table 3: Capital Projects To be initiated as of June 30, 2022**

Division	Capital Project Name	Authorization (Comments Provided by Division)	Approved Funding
Water	Well 5 Building & Drainage	2014CB (Report to Council on Dec 14, 2020 (INS-2020-11) Work deferred until Rehab and Optimization of Existing Sources of Supply Study is completed. Study is part of the draft 2021 budget).	455,000
Water	United Lands Well Decommissioning Study	2016CB (Part of Rehab and Optimization Study (INS-2020-11))	50,000
Parks	New Skateboard Park - Alder	2017CB/Donations (on hold)	10,000
IT	Ind/Comm Fibre to the Business	2019CB (on hold)	50,000
Corp	Enterprise Risk Management	2020/21CB	110,000
Finance	Purchase Order System	2020CB	20,000
Water	Electrical & Mechanical Upgrades	2020CB	100,000
Public Works	Rehab John Street Bridge	2020CB (Design and Tender with C-Line Culvert)	338,000
Facilities	AV System for Meeting Rooms -- Alder Rec Ctr	2020CB (on hold-pending outcome of Alder multi-purpose room re-development)	20,000
Parks	Karen Court Multi-Purpose Pad	2020CB (Out for tender)	25,000
Public Works	EV Fleet Charging Stations	2021CB	60,000
Public Works	Survey Lane (Lane 3E6) Rehabilitation	2021CB	71,500
Water	Rehabilitation & Optimization of Existing Sources of Supply Study	2021CB	105,000
Parks	Artificial Turf Field Business Plan	2021CB (RFP in progress)	30,000
Facilities	Fuelling Station concrete pad and protective bollards	2022CB	10,000
Parks	Fendley Park Shade Structure	2022CB	50,000
Parks	Harvey Curry Community Garden	2022CB	25,000
Public Works	Purchase of Fork Lift	2022CB	60,000
Public Works	John St at Townline Upgrades	2022CB	397,000
Public Works	SWM2 - Pond Retrofits	2022CB	126,531
Public Works	Planting of additional trees	2022CB	90,000
Public Works	Daisy Lane (Lane 6N2) Rehabilitation	2022CB	32,000
Public Works	Daisy Lane (Lane 6N3) Rehabilitation	2022CB	32,000
Public Works	Rehab Richardson Rd	2022CB	384,000
Public Works	Parkview Rehabilitation-Lawrence to Newton	2022CB	209,000
Public Works	Brighton Place Rehabilitation	2022CB	80,000
Public Works	Parkview Rehabilitation- Newton to Century	2022CB	209,000
Public Works	Townline widening at Broadway	2022CB	750,000
Public Works	Intersection Improvmts Centennial & Dawson	2022CB	1,025,000
Public Works	Sidewalk repairs	2022CB	100,000
Wastewater	Elevated Walkway	2022CB	77,000
Water	Well 10 Pump House Generator Replacement	2022CB	118,000
Public Works	C Line Box Culvert Rehabilitaiton	2022CB (Design and Tender with John St Bridge)	446,000
Facilities	Evaporative Condenser Alder	2022CB (On hold major repairs completed early in the year that were delayed from 2021)	120,000
Parks	Kin Family Park Tennis / Basketball Courts	2022CB (Out for tender)	75,000
Water	Disinfection - UV Replacements	2022CB (Project to be grouped w/ Filter media Rehab and VFD replacment - deferred until WSR rehab is completed)	78,000

**Table 3: Capital Projects To be initiated as of June 30, 2022**

<b>Division</b>	<b>Capital Project Name</b>	<b>Authorization (Comments Provided by Division)</b>	<b>Approved Funding</b>
Water	Filter Media Rehabilitation	2022CB (Project to be grouped w/ UV replacements & VFD replace-deferred until WSR rehab is completed)	45,000
Water	Well 9 - Rehabilitation of 9A & 9B	2022CB (Quote expected to be issued by July 22, 2022)	61,000
Public Works	Recon - Victoria St. - Ontario to John	2022CB (RFP 2022, Construction 2023)	80,000
Public Works	Recon - Ontario St. Victoria to Princess	2022CB (RFP 2022, Construction 2023)	80,000
Parks	Play Structure Replacement - Cedarstone Park	2022CB (RFQ being written)	70,000
Parks	Maywood Park Bridge	2022CB (RFQ being written)	40,000
Water	Filter PLC Project	2022CB (Start up late Q3 after SCADA Integrator contract signed)	375,000
Committees	Community Diversity and Inclusion Strategy	2022CB (survey out, work will start once complete)	10,000
By-Law	Vehicles -- By-law C101	2022CB (will be part of Enterprise Agreement)	45,000
By-Law	Vehicles -- By-law C102	2022CB (will be part of Enterprise Agreement)	45,000
Water	Vehicle Replacement - Truck 22	2022CB (will be part of Enterprise Agreement)	55,000
Parks	Play Structure Replacement - Rotary Park	2022CB (Working with Orangeville Rotary Club)	75,000
<b>Total Capital Projects to be initiated as of June 30, 2022</b>			<b>6,919,031</b>

**Subject: Information Update - Building Modernization and Energy Saving Collaboration**

**Department: Corporate Services**

**Division: CPS**

**Report #: CPS-2022-056**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That Council Report #CPS-2022-056, regarding an update on the ESCO procurement process, be received**

### **Background and Analysis**

On June 28, 2021, Council report 'CPS-2021-049 – Information Update – Building Modernization and Energy Saving Collaboration' was brought forward to Council. The report indicated that the procurement process would begin to provision an Energy Management Services and Energy Performance Contract (EPC). The report also noted that only NRCAN qualified Energy Services Companies (ESCO) would be able to participate.

The EPC will be a “first-out performance contract”, under which the ESCO finances the project and receives all savings until the project costs are paid or until the payment period expires (whichever comes first). After payback period the model would be adjusted.

The procurement process has been a multi-staged competition with the following stages:

- Notice of Intent to Participate by qualified ESCO's
- Mandatory Site Visits
  - Three Town facilities were visited by participating Bidders from March 8-11, 2022. The facilities visited included: Town Hall, Alder Recreation Centre, Public Works Operations Centre
- Preliminary Proposals

- Dialogue Sessions
  - with up to the two top-ranked Bidders to discuss, clarify, and ensure a common understanding of the Town's expectations and the Bidder's preliminary proposal
- Final Proposals
- Contract negotiations and award

Town staff are currently working through the Dialogue sessions with the two top-ranked Bidders. A follow-up report will be brought forward to Council once the final Bidder has been selected with recommendations to proceed.

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## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Municipal Service

Objective: Effective and efficient, respectful of cost and impact to the community

### Sustainable Neighbourhood Action Plan

Theme: Energy and Climate change

Strategy: Encouraging emission reductions through energy efficiency, conservation and renewable energy generation

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## Notice Provisions

Not applicable.

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## Financial Impact

Incorporating renewable energy:

- Immediate-medium term capital investments staff estimate this to offset would include the following:
  1. Alder Recreation Centre RTU 8 Pool HVAC Unit replacement \$ 800,000
  2. Alder Recreation Centre Sustainable Refrigeration System \$ 2,000,000
  3. Town Hall HVAC Unit Replacements (\$60,000 per yr./5 yrs.) \$ 300,000



4. Theatre HVAC Unit Replacement –2021 \$ 125,000,with an additional \$100k
5. Town Hall HVAC Chiller Replacement-2022 \$ 20,000

- Vendor provides project management as it relates to:
  - Project financing. Vendors are required to submit competitive rates for both floating and 10-year fixed
  - Project pay-back period below 15 years, as in the project should pay for itself within that time frame

Respectfully submitted

Reviewed by

Andrea McKinney  
General Manager, Corporate Services

Nandini Syed  
Treasurer

Ray Osmond  
General Manager, Community Services

Charles Cosgrove  
Manager, Facilities and Parks

Prepared by

Lena Gomes  
Manager, Digital Transformation

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**Subject: 2022 Second Quarter Operating Fund Variance**

**Department: Corporate Services**

**Division: Finance**

**Report #: CPS-2022-057**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That report CPS-2022-057 regarding the 2022 Second Quarter Operating Fund Variance be received.**

### **Background**

The purpose of this report is to provide Council with a corporate summary of the Operating Fund performance for the period ending June 30, 2022 and to summarize significant variances that have been identified during the first and second quarters.

This report and the explanations provided are intended to highlight trends being monitored for Council's information and to address significant year-to-date ("YTD") variances.

While the variances mentioned below may not be indicative of future trends or variances for the remainder of the year, it is important to highlight the current variances to ensure that Council is aware.

### **Analysis**

The overall operating fund operations resulted in a favourable variance of \$2,619,872 or 23%. This is largely due to less expenditures than expected. The two key areas for this variance are reserve transfers, which is a timing issue and will narrow as capital projects reach completion, and a significant gap in the compensation envelope. Further details are provided in the body of this report.

Appendix 1 – 2022 Second Quarter Operating Fund Variance provides a comparison of the actual operating results to the operating budget allotment as of June 30, 2022 by

division. Table 1 below summarizes the second quarter operating fund results by source. Significant divisional variances are highlighted below.

The consolidated revenues to date are \$806,899 or 1.9% lower than the second quarter YTD budgeted allotment. Revenues to date represent approximately 67% of the annual budget and are 3% higher than the second quarter YTD for 2021.

The consolidated expenditures to date show a variance of \$2,843,657 or 10.7% lower than the second quarter YTD budget allotment for spending. Expenditures to date represent approximately 45% of the annual budget and are 10% higher than the second quarter YTD of 2021.

The consolidated internal transfers to date are \$583,114 or 15.5% lower than the second quarter YTD budget allotment. The main drivers of this variance are due to reserve and capital transfers. The transfers to reserve funds and to capital have been lower than budgeted in Corporate Allocations. These types of transfers only occur when funding is needed.

**Table 1 – 2022 Second Quarter Operating Fund Variance by Source**

	YTD Actuals	YTD Budget	YTD Variance in dollars	YTD Variance %	Annual Budget
	Millions				Millions
<b>Revenues</b>	\$40.8	\$41.6	\$(806,899)	(1.9%)	\$60.9
<b>Expenses</b>	(23.8)	(26.7)	2,843,657	10.7%	(53.5)
<b>Internal Transfers</b>	(3.2)	(3.8)	583,114	15.5%	(7.4)
<b>Total Operations</b>	<b>\$13.8</b>	<b>\$11.2</b>	<b>\$2,619,872</b>	<b>23.4%</b>	

For reference, revenues higher than budget and expenses less than budget result in a positive (+) variance, and revenues less than budget and expenses higher than budget result in a negative (-) variance.

Significant divisional variances that are greater than 15% are highlighted below:

**\$73,817 Committees** – Much of the difference is from timing of expenses, as some spending has not occurred to date. Access Orangeville has underspent on special projects by \$15K, the Emergency Committee has underspent on emergency planning by \$5K and the Sustainable Action Team has underspent on special projects by \$6K. These differences are expected to narrow by year-end. The Police Service Board is below the budget professional fees by \$26K. The differences in the Police Service Board are likely to remain.

**\$1,581,224 Corporate Allocations** – while this favourable variance is minor at 5.3%, it is worth noting the following significant variances. The most noteworthy variances include, the Town budgeted \$238K in debt payments that have

not incurred, \$836K transfers from reserves and levies to capital remains to be recorded to fund capital projects as they achieve completion and \$227K in supplementary tax adjustments. Majority of variances in Corporate Allocations are due to timing, however, the variances in debt payments will remain.

- \$135,658 **Finance** – The finance division is currently \$207K lower than budget for compensation. This is due to several vacant positions throughout the year that were budgeted for but, have not yet been filled. This is offset by \$18K in professional fees related to property assessments that were not budgeted for and \$30K in transfers to capital that has not yet been utilized. The compensation and professional fees variances will remain, while the transfers to capital variance is a timing issue.
- \$67,009 **Parks** – Compensation expenses are down \$28K compared to budget, this difference will remain. Other factors for this variance are underspending in playground and park improvements by \$8K, supplies by \$7K and community matching funds grants by \$8K. There was also \$8K more in revenue than budgeted. These differences appear to be timing in nature and will narrow by year-end.
- \$149,939 **Recreation & Events** – The majority of this variance is due to several vacant positions through the year, resulting in compensation being \$165K under budget. This is offset by lower revenue than expected for recreation programming due to closures at the beginning of the year from COVID-19. These variances are expected to remain for the rest of the year. There are other variances that are less significant that are temporary in nature.
- \$64,244 **Planning** – \$47K of this variance is from more revenue than anticipated. Most of this revenue is planning application fees. Another factor in the variance is underspending in computer operations and supplies for permit and planning automation by \$10K. It appears that these differences are due to timing and will narrow by year-end.
- \$26,192 **Cemetery** – Variances in this division are due to timing and use of services by the community as well as the Town. Revenues are higher than the budget by \$15K and expenses are down \$11K most of which is outside services. The difference in expenses is expected to narrow by the end of the year as services occur.
- \$(56,054) **Transit** –The Town experienced less user fee revenue than expected by \$22K. Cost recoveries are lower than the budget by \$16K due to a timing difference as some costs are expected to be recovered later in the year. Fleet maintenance costs are currently \$20K over the budgeted amount, and snow removal is over budget, however these are timing differences, and the variance is expected to narrow by the end of the year.

\$30,017      **Building** – Permit revenues are higher by \$5K compared to the budget which is reasonable given we cannot accurately estimate the number of permits required each year. Remainder of variance is due to lower compensation than budgeted, this difference is expected to remain for the rest of the year.

Overall, the 2022 second quarter operating fund variance of \$2,619,872 is stable. The second quarter variance is not indicative of a trend and is subject to change, especially given the unprecedented current pandemic and economic conditions. The financial position of the Town will continue to change throughout the balance of the year due to factors such as the impacts of COVID-19, weather related activity, utility and fuel usage and rates, tax write-offs, position vacancies and development activity.

Reporting quarterly on the operating fund variance supports Council in achieving its fiduciary responsibilities and the Strategic Plan's Strong Governance pillar and financial responsibility to balance the need for service and investment with fiscal restraint.

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## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Strong Governance

Objective: This report supports the Town's objective of financial responsibility

### Sustainable Neighbourhood Action Plan

Theme: Corporate and Fiscal

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

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## Notice Provisions

Not applicable

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## Financial Impact

There is no immediate impact as a result of the second quarter operating variance analysis.

Respectfully submitted

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

Reviewed by

Mandip Jhajj, CPA, CGA  
Acting Deputy Treasurer,  
Corporate Services

Prepared by

Dylan Prince, CPA  
Financial Analyst - Operations, Corporate Services

**Attachment(s):** 1. 2022 Second Quarter Operating Fund Variance

Attachment 1. 2022 Second Quarter Operating Fund Variance



Operating Fund Variance by Division

For the period ending June 30, 2022

	June 2021	June 2022	June 2022	YTD Budget	YTD Budget	Annual 2022	2022 Budget	2022 Budget
	YTD Actuals	YTD Actuals	YTD Budget	\$ Variance	% Variance	Budget	Remaining	% Remaining
<b>Council</b>	\$154,935	\$172,896	\$194,998	\$22,102	11%	\$382,499	\$209,603	54.8%
<b>Committees:</b>								
Access Orangeville Committee	0	600	17,500	16,900	97%	35,000	\$34,400	98.3%
Emergency Committee	0	0	5,000	5,000	100%	10,000	10,000	100.0%
Heritage Orangeville	4,073	645	4,999	4,354	87%	10,000	9,355	93.6%
Honours Committee	0	0	1,000	1,000	100%	2,000	2,000	100.0%
Sustainability Action Team (OSAT)	2,919	6,504	15,000	8,496	57%	30,000	23,496	78.3%
Police Service Board	167,445	36,437	74,504	38,067	51%	149,012	112,575	75.5%
<b>Committees Sub-Total</b>	<b>174,437</b>	<b>44,186</b>	<b>118,003</b>	<b>73,817</b>	<b>63%</b>	<b>236,012</b>	<b>191,826</b>	<b>81.3%</b>
<b>Administration</b>	176,824	186,502	194,962	8,460	4%	389,916	203,414	52.2%
Corporate Allocations	(31,361,780)	(31,463,971)	(29,882,747)	1,581,224	(5%)	(32,493,663)	(1,029,692)	3.2%
Ontario Provincial Police	3,402,923	4,197,479	4,058,300	(139,179)	(3%)	8,161,094	3,963,615	48.6%
<b>Corporate Services</b>								
By-Law Enforcement	219,002	176,908	193,566	16,658	9%	400,948	224,040	55.9%
Clerks	320,140	449,142	414,212	(34,930)	(8%)	823,429	374,287	45.5%
Communications	186,830	223,504	205,961	(17,543)	(9%)	415,262	191,758	46.2%
Human Resources	392,985	414,072	469,071	54,999	12%	938,153	524,081	55.9%
Finance	525,995	573,689	709,347	135,658	19%	1,429,653	855,964	59.9%
Information Technology	659,348	827,502	804,323	(23,179)	(3%)	1,608,635	781,133	48.6%
<b>Community Services</b>								
Crossing Guards	114,774	191,336	221,973	30,637	14%	443,949	252,613	56.9%
Economic Development & Culture	250,072	359,871	376,687	16,816	4%	641,319	281,448	43.9%
Facilities	1,151,579	1,134,526	1,228,855	94,329	8%	2,397,258	1,262,732	52.7%
Parks	453,537	375,304	442,313	67,009	15%	961,995	586,691	61.0%
Recreation & Events	419,473	472,796	622,735	149,939	24%	1,260,904	788,108	62.5%
Fire	1,760,013	1,857,989	2,065,656	207,667	10%	4,101,490	2,243,501	54.7%
Library Services	821,847	935,821	1,007,649	71,828	7%	1,976,547	1,040,726	52.7%
<b>Infrastructure Services</b>								
Planning	152,506	103,819	168,063	64,244	38%	333,160	229,341	68.8%
Public Works	2,018,544	2,339,027	2,503,799	164,772	7%	5,116,811	2,777,784	54.3%
Cemetery	6,745	(12,338)	13,854	26,192	189%	11,600	23,938	206.4%
Transit	262,156	305,209	249,155	(56,054)	(22%)	463,029	157,820	34.1%
Building	96,526	73,715	103,732	30,017	29%		(73,715)	
Water	1,103,389	1,041,975	1,201,451	159,476	13%		(1,041,975)	
Wastewater	1,189,599	1,219,212	1,134,125	(85,087)	(8%)		(1,219,212)	
<b>Total Operations</b>	<b>(15,347,601)</b>	<b>(13,799,829)</b>	<b>(11,179,957)</b>	<b>2,619,872</b>	<b>(23%)</b>	<b>(1)</b>	<b>13,799,828</b>	

**Subject: 2022 Community Grants Update**

**Department: Corporate Services**

**Division: Finance**

**Report #: CPS-2022-058**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That report CPS-2022-058, dated August 8, 2022, 2022 Community Grants Update, be received;**

**And that Council approve distribution of 2022 Community Grant budgeted funds of \$150.**

### **Background and Analysis**

Each year during the Annual Budget deliberations, Council considers a budget amount for Community Grant Funding. Eligible organizations are requested to submit an application before an initial deadline outlining the need and uses for any funds requested, any funds remaining become part of a rolling program. After the approval of the Annual Budget, staff review the applications for eligibility and present the applications for Council consideration. The purpose of this report is to provide information to Council on the applications received for the Community Grant Program for 2022; and to seek Council's decision on the distribution of 2022 budgeted funds.

An application from the Terry Fox Foundation was received on June 29, 2022. The application is to request funding of \$150. They are hosting the 42<sup>nd</sup> annual Terry Fox Run and the funding will be used to cover the purchase of post run refreshments and water costing \$65 and they are requesting the waiver of the Rotary Park Pavilion rental fee valued at \$85.

The 2022 approved budgeted amount for this program is \$80,000, of which, \$75,000 was previously approved by council to be used. Therefore, the remaining amount in this program is \$5,000. The total requests for 2022, including the requests mentioned above, results in a favourable variance of \$4,850.



Based on the eligibility requirements of the Community Grant Funding program (Table 3.0) we recommend that council approve the funding request of \$150.

**Table 3.0**

<b>Eligibility Requirements</b>	<b>The Terry Fox Foundation</b>
Demonstrable or potential social, economic benefit	<b>Yes</b>
In keeping with stated goals and objectives set by Council	<b>Yes</b>
Membership or registrants comprised of Orangeville residents	<b>Yes</b>
Services available to citizens in the community on an equal basis	<b>Yes</b>
Track record of providing value to the community for funding received	<b>First application</b>
Demonstrates a reasonable effort to raise funds from other sources	<b>Yes</b>
Funds being received from other levels of government	<b>No</b>
Charitable or Not-for-profit organization	<b>Yes</b>
Application received by deadline	<b>Yes</b>

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## **Strategic Alignment**

### **Orangeville Forward – Strategic Plan**

Priority Area: Strong Governance

Objective: Financial Responsibility

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## **Notice Provisions**

None

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**Financial Impact**

Favourable variance of \$4,850 (under budget).

Respectfully submitted

Reviewed by

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

Mandip Jhajj, CPA, CGA  
Acting Deputy Treasurer,  
Corporate Services

Prepared by

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

**Attachment(s):** None

**Subject: ICIP: Green Stream Funding Agreement**

**Department: Corporate Services**

**Division: Finance**

**Report #: CPS-2022-060**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That report CPS-2022-060, dated August 8, 2022, ICIP: Green 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 Infrastructure 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 for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

The funding is intended to be used to cover a portion of costs related to the rehabilitation of the elevated water storage facility in the Town of Orangeville.

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**Strategic Alignment****Orangeville Forward – Strategic Plan**

Priority Area: Strong Governance

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

**Sustainable Neighbourhood Action Plan**

Theme: Corporate and Fiscal

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

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**Notice Provisions**

None

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**Financial Impact**

Any costs associated with the rehabilitation of the elevated water storage facility will be 73.33% covered by the Provincial and Federal Governments up to a maximum of \$3,662,100, as such has reduced capital budget demands for tax levy contributions.

Respectfully submitted

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

Reviewed by

Mandip Jhajj, CPA, CGA  
Acting Deputy Treasurer,  
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):  
GREEN STREAM**

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

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

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**CORPORATION TOWN OF ORANGEVILLE**

(CRA#106986151)

(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 for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule “C”.

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## 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 to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, Timelines and Project Standards
- Schedule “D” - Reports
- 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
- 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 save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

## 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 Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) 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;
- (c) 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
- (d) 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 EXECUTION, DELIVERY AND 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.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iii) any other means with the other Party’s prior written consent.

#### 4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 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 in a manner that is consistent with such changes.

#### 5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the 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;
  - (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;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
  - (h) the Recipient has read and understood the Bilateral Agreement.



- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the 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.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (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 ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**CORPORATION TOWN OF ORANGEVILLE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## 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;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### 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 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, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the 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, as amended.

**“Business Day”** means any working day the Province is open for business, 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 is not open for business.

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

**“Canada’s Maximum Contribution”** means the maximum contribution from Canada as set out in Schedule “C”.

**“Committee”** refers to a Committee established pursuant to section A.29.1 (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 the Project in return for financial consideration.

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

**“Eligible Expenditures”** means the costs in respect of the Project that 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 governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, 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), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

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

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

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

**“Federal Approval Date”** means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“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 Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

**“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 Investing in Canada Infrastructure Program, a 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 that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

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

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

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

**“Ontario’s Maximum Contribution”** means the maximum contribution from Ontario as set out in Schedule “C”.

**“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 the Project or any part of the Agreement or the Bilateral Agreement.

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

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

**“Remedial 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).

**“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 that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

**“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 the Project by means of a Contract.

**“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.

**“Transfer Payment Ontario”** means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the 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;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

<b>Environmental Quality Outcomes:</b>
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
  - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) 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, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**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 the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the 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 Expiration 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 the Project is Substantially Completed on or before October 31, 2026.

**A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

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

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (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) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely 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.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section 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, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government 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 cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, 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 the 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 on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (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 for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

- 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 Earned from the remaining Funds, if any;
  - (b) demand from the Recipient the payment of an amount equal to the Interest Earned.
- 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 the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
  - (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds 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 the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the 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 the 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 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 10% of the Maximum Funds in respect of the 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; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has 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.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**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.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) 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, including its insurance provisions. 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 the 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 the 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 the 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 in writing 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.15.1 (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 Expiration 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 the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, 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 or the Project 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 the Project; or
- (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);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**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 or investigation, including any ensuing 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, the 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 the Project.

**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 for a period extending at least 90 Business Days beyond the Term, 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 Project 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, and including products and completed operations coverage with the endorsements identified below:

- (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.** At the request of the Province from time to time, 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) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **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:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, 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 the 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 plus any Interest Earned 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 Remedial Period.

**A.12.4 Recipient Not Remedying.** 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 Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial 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 UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

#### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 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 plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

**A.14.2 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 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.14.3 **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.14.4 **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.14.5 **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.15.0 NOTICE**

A.15.1 **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.15.2 **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.15.3 **Postal Disruption.** Despite paragraph A.15.2(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.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **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.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **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.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (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.18.3 **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.15.0 (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.19.0 INDEPENDENT PARTIES**

A.19.1 **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.19.2 **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.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **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.20.2 **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.21.0 GOVERNING LAW**

A.21.1 **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.22.0 FURTHER ASSURANCES**

A.22.1 **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.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **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.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

**A.24.1 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.24.2 Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.25.1 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, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

**A.26.1 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), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), 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), A.10.1 (for a period extending 90 Business Days beyond the Term), 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) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 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 the 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* or the *Impact Assessment Act*;
  - (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.27.2 Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

## **A.28.0 ABORIGINAL CONSULTATION**

- A.28.1 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.28.2 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 the Project; and
  - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the 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 the Province, or both, may deem appropriate.
- A.28.3 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.29.0 COMMITTEE**

- A.29.1 Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 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.29.1 (Establishment of Committee).

### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (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.30.3 **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.30.4 **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.30.5 **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.30.6 **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.31.0 SPECIAL CONDITIONS**

- A.31.1 **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, to the Province’s satisfaction:
    - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
    - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (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) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
  - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (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 FOLLOWS]**

## SCHEDULE “B” SPECIFIC INFORMATION

### B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

### B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

### B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPGreen@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> CORPORATION TOWN OF ORANGEVILLE 87 Broadway, Orangeville, Ontario L9W2V7</p> <p><b>Attention:</b> Project Technologist</p> <p><b>Email:</b> spihel@orangeville.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES  
AND PROJECT STANDARDS FOLLOWS]**

## SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

### C.1.0 PROJECT DESCRIPTION

This project will rehabilitate the elevated water storage facility in the Town of Orangeville. The work will include the replacement of the interior lining; the addition of a mixing system; safety upgrades and exterior work. A new permanent water storage facility including pumping system is also included to provide the required pressure, flow demands and fire flow capacity while the repairs on the existing asset are being completed.

### C.2.0 FINANCIAL INFORMATION

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$4,994,000.00, rounded to two decimal places.

**C.2.2 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$1,664,500.20, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.3 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$1,997,600.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.4 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.5 Percentage of Federal Support.** Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

### C.3.0 TIMELINES

**C.3.1 Federal Approval Date.** Federal Approval Date means March 25, 2022.

### C.4.0 PROJECT STANDARDS

**C.4.1 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](http://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.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the 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.

**[SCHEDULE "D" – REPORTS FOLLOWS]**



## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project's status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project's final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.  
  
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 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.3.0 RISK ASSESSMENT**

**D.3.1 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 in respect of the Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The 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, the 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 Project's progress or state of completion;
- (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.

## **[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]**

## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

#### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
  - i. Land,
  - ii. Buildings, or

- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
- (ii.) emergency services infrastructure; or
- (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

**[SCHEDULE “F” – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project 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 the Project 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 Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **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’s 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 the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the 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 must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the 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 agreed 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- 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 the 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 FOLLOWS]**

## **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 commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

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

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## 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  
FOLLOWS]**

## **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 the 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 of this Schedule “J” (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 for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### **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 the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) 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 Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

#### **J.4.0 PAYMENTS OF FUNDS**

- 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 pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- 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) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (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 December 31, 2026.
- J.5.2 No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.



## **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

## **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For the 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) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **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.29.1 (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 Expiration 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 the 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: Section 357 Tax Appeals**

**Department: Corporate Services**

**Division: Finance**

**Report #: CPS-2022-061**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That report CPS-2022-061, dated August 8, 2022, regarding Section 357 Tax Appeals for 2022 be received:**

**And that Council authorize reduction in property tax totalling \$2,948.37.**

### **Background and Analysis**

Section 357 (1) and 358 (1) of the Municipal Act, 2001 states that upon application to the Treasurer of a local municipality made in accordance with this section, the local municipality may cancel, reduce or refund all or part of taxes levied on land in the year in respect of which the application is made.

Section 357 (5)(7) of the Municipal Act, 2001 requires that Council hold a meeting at which time the applicants may make representations to Council and Council make a decision. Within 35 days after Council's decision, an applicant may appeal the decision to the Assessment Review Board by filing a notice of appeal with the registrar of the board.

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### **Strategic Alignment**

#### **Orangeville Forward – Strategic Plan**

Priority Area: Strong Governance

Objective: Financial Responsibility

## Sustainable Neighbourhood Action Plan

Theme: Corporate and Fiscal

Strategy: Demonstrate municipal leadership by considering the environment, social and economic impacts of all Town decisions.

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### Notice Provisions

Included on Schedule “A” is one property for which the owner has made application under Section 357(1)(a) of the Municipal Act. MPAC has determined that the applications are valid.

Due to the circumstances under which the application was made, the property has met the criteria to qualify for the adjustment of taxes in accordance with Section 357 of the Municipal Act.

The total proposed rebate is \$2,948.37 of which \$227.54 is the Town portion. The remainder will be adjusted against the County of Dufferin and School Board Levy's.

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### Financial Impact

There is no direct financial impact as a result of this report. The amount proposed is included in the Tax Write-off account in the approved 2022 Operating Budget.

Respectfully submitted

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

Prepared by

Connie Brown, Supervisor Customer  
Service, Taxation and Revenue,  
Corporate Services

### Attachment(s):

1. Schedule 'A'

## **Section 357**

**2022**

## PROPERTY

## TAX RATES

CLASS	MUNICIPAL	COUNTY	FRENCH SEP/PUB	ENGLISH SEP/PUB	NO SUPPORT		
RESIDENTIAL	0.817288%	0.363549%	0.153000%	0.153000%			
COMMERCIAL	1.013082%	0.450968%			0.880000%		
ROLL #	Reason	SCHOOL & CLASS	ASS'T CHANGE	MUNICIPAL	COUNTY	SCHOOL SUPPORT	REBATE
020-004-01400	357(1)(a)	RT	\$452,000	\$3,552.45	\$1,580.21	\$665.03	\$5,797.70
		CT	(\$388,000)	(\$3,779.99)	(\$1,682.64)	(\$3,283.44)	(\$8,746.07)
				(\$227.54)			(\$2,948.37)

**Total Town Portion (\$227.54)**

**Subject: Budget 2023 Schedule and Direction**

**Department: Corporate Services**

**Division: Finance**

**Report #: CPS-2022-063**

**Meeting Date: 2022-08-08**

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### Recommendations

**That report CPS-2022-063 dated August 8, 2022, Budget 2023 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 2022 of 2% as a guideline to report a budget for non-union staff salary and benefits in the proposed 2023 budget;**

**And that Council approve an additional \$200,000 to bring annual contribution to capital budget from \$2.6M to \$2.8M in light of global inflationary pressures.**

### Background

Each year, Council and municipal staff work to balance the cost of providing Town services with existing resources. The primary purpose of this report is to provide Council with parameters on which staff will prepare the Budget 2023 framework outlining principles that have been recognized by Council as important policy decisions, as well as highlight budget drivers that will impact the next budget cycle. As Council is aware, with the adoption of multi-year budget process, each year, a new multi-year budget outlook is provided with only the first year being approved by a by-law (i.e., Council will continue to have full discretion on a year-to-year basis). Providing a Multi-Year Budget Outlook provides several significant benefits including:

- Providing a longer-term funding plan so that longer-term goals can be identified and achieved.
- Understanding the impacts of decisions made in the current year on future years.



- Ensuring the Town budget and outward looking plan are consistent with Council's priorities.
- Ensures the connection between capital project approvals and their operating budget impacts is consistent with the careful planning and improved forecasts of costs and revenues associated with multi-year budgeting.
- Provides citizens with more certainty about the direction for the Town's services, finances, and future tax levels.
- Makes more strategic use of Council's time in reviewing budgets and the administration's time in preparing them.
- Instills discipline to control spending plan changes.

On December 14, 2021, Council approved the 2022 multi-year operating and capital budget, with the first year in the multi-year budget being approved by a by-law and the subsequent years being adopted in principle. For the 2023 budget season, it is being proposed that Council will be provided for considerations with another 5-Year Budget Outlook, covering 2023 to 2027 for Operating budget and a 10 year outlook covering 2023-2032 for Capital budget as mandated by [O.Reg 588/17](#).

As with any financial modeling tool, the model forecast has the greatest precision in the first year. It provides an outlook of what the future financial picture for the Town of Orangeville may look like, help assess financial risks and the affordability of existing services and capital investments and provides an opportunity to analyze sensitivities to assumptions. When forecasting into the future, it is difficult to predict with hundred percent accuracy given ongoing uncertainties around:

- Magnitude and duration of the global inflation
- Magnitude and duration of Covid\_19 impacts
- Changes in market demands and economic conditions
- Fluctuations in citizen expectations
- Changes in legislation
- Changes in Senior Government Grant Programs
- Changes in Property Reassessments
- Business process improvements
- Climate change impacts
- Unforeseen operating impacts from approved capital initiatives

This report is divided in 4 broader sections: 1) Budget 2023 Strategy, 2) Budget 2023 Design, 3) Budget 2023 Timeline and 4) Budget 2023 Drivers; that will be considered in the development of the proposed Budget 2023 and seeks Council's direction on guidelines to ensure a proposed budget that is in keeping with Council's objectives. Council can provide direction for Budget 2023 development, including confirmation of the 2023 Council priorities and early guidance.

## Analysis

### Section 1: Budget 2023 Strategy

Budget 2023 will likely take place within a perfect alchemy of the global inflation and the global pandemic. While the impacts of the global pandemic are being felt in Canada and around the world, the invasion of Ukraine and the resulting sanctions against Russia have weighed on markets and confidence; led to a surge in commodity prices; and resulted in a deterioration of the global economic outlook. Higher commodity prices and additional supply disruptions have exacerbated the inflationary pressures already seen across the world. These impacts are universal to all Town's services and will require us to assess the permanency of its social, economical, and legislative impacts, and plan for an extended recovery period that may take us beyond 2023. We have learned thus far that the Bank of Canada is taking measures to stabilize the growing inflation. We may see some normality in the market by the spring of 2023. We are also aware of the continual choke points in the global supply chain due to various and unforeseen world events. Finally, there are incentive programs laid out both in the federal and provincial budgets for 2022 in the areas of infrastructure, housing, healthcare, transit, water, and wastewater.

For these reasons, the 2023 budget does not consider any major service level changes. Staff is proposing to continue managing budget pressures through expense mitigation strategies, shifting work plan priorities, and temporary modifications in service to offset potential revenue losses. Given the volatility of the market inflation, it is not possible to ascertain or pinpoint the exact nature of the medium- and long-term impact of inflation on the Town of Orangeville budget and economic outlook. In the last two years, we have learned to be nimble and pivot, and that collective skill set will pay dividends as we traverse through these uncharted territories of the global inflation. That said, the Town has a healthy tax base, a sizeable reserves, well maintained investment and debt portfolios, ample liquidity in terms of cash flow, and a team of wise guardians looking over the Town's finances.

### Section 2: 2023 Budget Design

Budget 2023 will be presented as a consolidated document of capital and operating budgets in a hybrid Service/Performance-based format. A combined format such as this allows for the consideration of operating impacts at the same time as capital investments. Each service area (division) will have the following:

- An overview of service goals and objectives
- An overview of current service delivery including known financial gaps and service needs
- Key Performance Indicators (KPIs)
- A summary of current financial investment by service
- An overview of the asset investment required for service delivery

### Section 3: 2023 Budget Timeline (Special Budget Meetings)

- Draft 2023 Budget Tabled: December 5, 2022
- Capital Budget Presentation: January 16, 2023
- Operating Budget Presentation and Consolidated Budget Recommendation: January 17, 2023
- Additional Budget Meeting (if needed): January 30, 31, 2023

### Section 4: Budget 2023 Drivers

The 2023 Multi-year operating, and capital budget will consider the following key budget drivers (pressures and mitigations/reliefs):

#### 1. Global Inflation

Canadian economy is seeing a rapid escalation of inflationary increases in consumer goods and services. The Consumer Price Index (CPI) represents changes in prices as experienced by Canadian consumers. It measures price change by comparing, through time, the cost of a fixed basket of goods and services. As of writing this report, CPI for Canadian good and services is currently sitting at **8.1%** (June 2022). The graph below shows the rapid escalation on inflationary increases in consumer goods and services over a 12-month period between July 2021 and June 2022.



#### 2. Cost of Living Adjustment (COLA)

Based on the upward trajectory of the global inflation and rapid increase of the Consumer Price Index provided in the graph above, staff is recommending maintaining cost-of-living adjustment (COLA) for the non-union employees at the

same level as 2022 and 2021 COLA adjustment of 2%. Council does have the discretion to provide further direction to staff in the matter.

### **3. Pandemic of the Century- Covid\_19**

Budget 2023 will feel the impact of continued uncertainty regarding COVID-19 global pandemic, potentially including reduced revenues due to provincial health orders and related closures of facilities, and increased costs due to the Town's response efforts, particularly for the most vulnerable citizens. As of writing this report, Ontario has officially entered its seventh wave of COVID-19, driven this time by the Omicron BA.5 subvariant. While we are optimistic that given the current Provincial re-opening plan and vaccination rates that town services will largely be open in 2023, we recognize that a portion of this financial strain may continue into 2023 and beyond. Between now and the draft budget, staff will work on aligning current service plans and budgets to support Council priorities adjusted for COVID recovery. Staff will work to address cost pressures, refine budget estimates, and identify opportunities for cost savings and process improvement.

The 2023 budget will incorporate the latest information available while identifying associated risks and pressures surrounding the ongoing pandemic. There will be a continued focus on core service delivery, continuous improvement and finding cost savings in all program areas to mitigate any sharp tax increase. Staff is diligently monitoring potential Federal and Provincial fiscal stimulus programs.

### **4. Global Supply Chain Disruption**

The biggest detriment to our capital budget during these trying times is the massive supply chain disruption. As an open economy and a trading nation, Canadian economy is confronted with the crippling impact of inflation on the global supply chain. Supply chain disruption is a major factor driving prices higher around the globe, as demand for goods such as cars, oil and computer chips have outpaced supplies. And predicting when those disruptions will end is nearly impossible due to the uncertain nature of the war in Ukraine. The longer it goes on, the more problems it is likely to cause. In addition to higher commodity pricing, the actual delay in arrival of consumer goods is creating a bottleneck in timely project delivery and completion. This unfortunate situation is not unique to the Town of Orangeville. As Council can appreciate, this is impacting municipalities across the country.

### **5. Special Asset Management Levy**

On July 11, 2022, Council approved the Town's 2022 Asset Management Plan for Core Assets. This asset management plan is compliant with the first phase of Ontario Regulation (O.REG) 588/17 Asset Management Planning for Municipal

Infrastructure for asset management plans for core assets. It establishes current levels of service and recommends actions and financial strategies to maintain current service levels within an acceptable level of risk over the next ten years. The financial strategy considers how the Town will fund the planned asset management actions to meet the current service levels. The financial strategy section of this asset management plan compares the budgeted annual funding available to the forecasted needs, to provide an estimated funding shortfall for capital renewal and recommends options for managing the funding gap.

Transportation and stormwater assets are estimated to have an average annual funding shortfall of \$1.8 million per year over the next ten years. The plan provides strategic financial recommendations to overcome the stated deficit in the next year. Council should note that the stated funding gaps is based on currently available data. There are estimated funding gaps, and climate change impacts will only add to this gap.

One of these financial recommendations relates to a special asset management levy. Finance in coming months is committed to bringing a more robust report surrounding the strategic financial recommendations laid out in the recently approved asset management plan. Although, Staff is not requesting any special asset management levy for Budget 2023, it is worthwhile to note that the current funding shortfall for core assets must be addressed in the future budgets to remain in compliance with the Ontario Regulation (O.REG) 588/17.

## **6. Annual Contribution to Capital Budget**

A 10-year capital budget and forecast will be prepared that will identify the investment required to support the anticipated growth in the community as well as the Town's infrastructure maintenance and rehabilitation needs. The starting point for preparing the 2023-2032 budget and forecast will be the 10-year forecast presented and approved in principle through the 2022 budget process.

Investing in new and expanded infrastructure has a significant financial impact on future operating budgets and tax levies. Capital investment in local infrastructure that is constructed by developers and assumed by Towns through new developments also results in ongoing incremental cost. Maintaining a robust Capital Budget funding envelop through incremental increases help support the Town's infrastructure maintenance and rehabilitation needs.

As of 2019, Council provided direction to maintain contribution to capital budget at \$2.6M. Given the global climate of inflation and supply chain disruption driving cost up, Staff would ask that Council considers bringing that contribution up to \$2.8M; an additional \$200,000.

## 7. Annual Contribution to General Capital Reserves

Reserves are affective resources set aside to provide financial flexibility for current and future capital needs to buffer sharp tax increases. Sensitivity analysis is required to ensure adequate reserve levels are maintained on an annual basis. Adequate Capital Reserves ensure stable and predictable levies; safeguard and optimize existing assets thereby reducing service level interruptions and provide for balance sheet stability and flexibility. To that end, that Town will maintain contribution to reserves at an optimal level matching previous years' budget. Therefore, no further direction is required from Council for the 2023 budget cycle.

## 8. Orangeville Fare Free Transit Program (2 Year Pilot)

On July 11, 2022, Council approved implementation of a two-year pilot project, offering free fares on the Orangeville Transit system commencing as of January 1, 2023. The expected annual revenue loss per Report-INS-2022-048 is \$265,000.

## 9. Grants for Capital Budget

The table below provides a high-level list of predictive grants (formula based) and non-predictive (application based) available for capital budget. Council will note that the application-based grants list not an exhaustive one.

Type	Name of Grant	Amount	Amount Estimated or confirmed?	Notes
<b>Predictive Grants</b>				
	Canada Community-Building Fund	\$ 956,418.71	Confirmed	Formerly Federal Gas Tax.
	Provincial Gas Tax	\$ 291,000.00	Estimated	Based on 2022 Allocation
	OCIF	\$ 1,700,000.00	Estimated	Based on 2022 Allocation
	SBEC Core, Starter Company and Summer C	\$ 156,280.00	Estimated	Based on 2019-22 Allocation
	Public Library Operating Grant	\$ 30,700.00	Estimated	Same amount each year
	ICIP Public Transit	\$ 1,535,347.00	Confirmed	Used towards Transit Transfer Station.
	ICIP Green Stream	\$ 3,662,100.00	Confirmed	Used towards elevated water storage facility
	Canada Day Celebrations	\$ 11,000.00	Estimated	Based on 2022 Allocation
	Permanent Public Transit Program	\$ 83,280.00	Confirmed	For Battery Electric Bus Feasibility Study and Fleet Transition Plan
<b>Non-predictive grants - Applied for</b>				
	NDMP	\$ 75,000.00	Confirmed	Waiting for confirmation from Ministry
	Fed Dev Ontario	\$ 333,000.00	Requested	For broadband bricks - Application submitted

Currently, there is no indication whether the province will continue with the Safe Restart Agreement (SRF). On July 27, 2020, as part of the federal-provincial Safe Restart Agreement (SRF), the Ontario government announced that it had secured up to \$4 billion in emergency assistance to provide Ontario's 444 municipalities with the support they need to respond to COVID-19. Under the municipal operating stream, \$1.39 billion was available to Ontario's municipalities to address operating pressures and local needs. In 2021, the Ontario government has provided an additional \$500 million to help municipalities address ongoing COVID-19 operating costs.

The Town remains grateful for the senior government support received to date under the Safe Restart Agreement. This funding helps municipalities like Orangeville protect the health and well-being of our residents, while continuing to deliver critical public services to our community and assist with economic recovery. It also provides immediate relief from transit pressures, such as lower ridership, reduced revenues as well as for new costs due to COVID-19, such as enhanced cleaning and personal protective equipment.

## 10. Projected 2023 Phased-in Assessment and Real Growth

Although the province is gradually rebounding amidst the lingering consequences of COVID-19, the Ontario government has decided to **postpone the planned reassessment for the 2021, 2022, and 2023 tax years**. All property assessments will remain at the value and level they were assessed at for the 2020 tax year until 2024. Presumably, the new assessment values will begin to be phased in at that time.

The Assessment Act requires that MPAC reassess all property values every four years based on the current value assessment (CVA) system. CVA is defined as the amount of money a property would realise if sold at arm's length by a willing seller to a willing buyer. The province established a phase-in of assessment valuation increases to provide a greater level of stability and predictability and avoid significant fluctuations in assessment values resulting from annual valuation changes. Mandatory phase-in requires that increases in assessed value be distributed equally over four years, while decreases are applied immediately. January 1, 2016 was the most recent valuation date which phases-in increases over the 2017 – 2020 property tax years.

The delta between year over year phased in assessments resulting from reassessments every four year along with new assessment growth helps mitigate annual budgetary inflations. While new growth for 2022 will still be reported by Municipal Property Assessment Corporation (MPAC), the postponement of reassessment of existing assessment base for the Town of Orangeville continues to accrue budgetary pressures.

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## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Strong Governance

Objective: Financial Responsibilities

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**Notice Provisions**

Not Applicable

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**Financial Impact**

There are no direct financial implications from the recommendations in this report.

Respectfully submitted

Andrea McKinney  
General Manager, Corporate Services

Prepared by

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

**Attachment(s):** None



**Subject:** New Businesses in Orangeville – March 1 – June 30, 2022

**Department:** Community Services

**Division:** Economic Development

**Report #:** CMS-2022-016

**Meeting Date:** 2022-08-08

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### **Recommendations**

**That report CMS-2022-016 dated August 8, 2022, 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.
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### **Strategic Alignment**

**Orangeville Forward – Strategic Plan**

Priority Area: Economic Vitality

Objective: Attract, retain, and expand business.

### **Sustainable Neighbourhood Action Plan**

Theme: Economic Development and Culture

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

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### **Notice Provisions**

None.

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### **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 March 1 to June 30, 2022.

## Attachment 1 – New Businesses Information Report – CMS-2022-016

### Businesses Registered/Established within the Town of Orangeville

March 22 – June 30, 2022

Business Name	Owner/Contact	Business Type	Location
OM Scrap Metal	Sam Subani	Recycling Depot	9 Stewart Court
Orangeville Flooring	Allie & Joseph Handle/Jason Landry/ A. Hill	Flooring sales & installations	695 Riddell Road, Unit 3
Kati Thai Kitchen	Kati Suaysukvicha	Restaurant	235 Centennial Road
Orangeville Tire Discounter Group	Gord Hurley	Automotive	234 Broadway, Unit 5
HQ Fit Studio	Kendal Merrill	Recreation	229 Broadway, Unit 9
The Hair Lab	Lianne McCafferty	Personal Service	172 Broadway
Craft Pizza Bar & Italian Kitchen	Paul Fuda	Restaurant	111 Broadway
Ashley Hair Studio	Ashley Botelho	Personal Service	68 Broadway
Cobs Bread	Amber Kase	Retail	489 Broadway

In addition, 5 home-based operations were registered within the Town of Orangeville during the period of March 22 – June 30, 2022. (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: Development of 82, 86-90 Broadway**

**Department: Community Services**

**Division: Economic Development**

**Report #: CMS-2022-018**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That report CMS-2022-018 dated August 8, 2022 regarding Development of 82, 86-90 Broadway be received;**

**And that Council direct staff to complete a 2023 capital budget submission for consulting services required to oversee and manage all elements of a detailed proposal call and related processes for the development of 82, 86-90 Broadway.**

### **Background and Analysis**

At its November 9, 2020 meeting, Council received a report and presentation by N. Barry Lyon Consultants Ltd. (NBLC) with respect to potential development opportunities for the Town-owned properties at 82, 86-90 Broadway. The consulting firm provided Council with a report that: reviewed the feasibility of developing the site as a multi-use facility; provided three possible design concepts and financial considerations of each design; and outlined and evaluated potential ownership structures.

It was identified that at the time, all three development scenarios would require subsidization to move forward and the details about financial impacts of each option were provided to Council in a closed session. At that meeting, Council expressed interest in a design scenario that featured a 4-storey, 40,300 s.f. building on Broadway (35,300 sf. residential and 5,000 sf retail/commercial space at ground level) together with a residential 8-storey, 84,600 sf building on Armstrong St. This development scenario included the provision of private residential parking underground and 152 public parking spaces, including 68 parking spaces within a structure (40 at grade level and 28 spaces within a second storey deck) and 84 spaces within an underground garage.

While this design concept was acknowledged to be more complex, it was identified as an option that could offer greater economic impact to the downtown, require fewer underground parking spaces and support Official Plan intensification targets. It was also noted that from a financial perspective, this option would require the greatest amount of subsidization to move forward.

Different ownership structures were also evaluated within the context of financial appeal. From a development perspective, a sale of the land, with agreements in place to provide specific design elements to be defined by Council, was presented as being the most marketable option, more likely to product the desired outcomes and offering less risk to the Town than any other options presented.

Without making a commitment to any specific design scenario or ownership structure, Council then directed staff to move forward with initial tasks to prepare the site for potential, future sale. In 2021, the completion of an Economic Impact Study, Phase I and II Environmental Site Assessments, and a Pay for Parking Evaluation Study were all undertaken.

At its January 10, 2022 meeting, Council received a report from the Economic Development office that summarized activities that had been undertaken to date with respect to the potential development. To re-cap briefly, results of an Economic Impact Study that was presented in a closed Council session in August 2021 demonstrated that long-term benefits would result from the development of the properties. Results of Phase I and II Environmental Site Assessments indicated that there was no need for remediation of the properties. The Pay for Parking Analysis indicated that no steps should be taken to implement paid parking in the downtown in the near future due to a lack of consistently high parking demand as well as a recognition of the need to support downtown businesses as they recover from the impacts of the pandemic over the next several years.

Staff were directed to return to Council following adoption of the Community Improvement Plan (CIP) when potential incentive programs and new design guidelines to encourage private sector investment in the downtown could then be available. The CIP, exclusive of the proposed Design Guidelines, was adopted by Council at its July 11, 2022 meeting.

### **Community Improvement Plan/Design Guidelines**

One program outlined within the new CIP that could help to incent private sector investment is the Industrial and Commercial Development Charge Deferral Interest Grant Program.

This program reduces the immediate capital outlay required for a project through a deferral of part of the municipal Development Charge (DC) applicable to the development. The incentive eases capital/cashflow requirements associated with the development while also supporting the municipality's goals through increased assessment and the new and productive uses that the developed land brings.

The program provides a deferral of 50% of the Town's applicable Development Charges levied on commercial/industrial developments for a maximum of 18 months. The interest that would have been generated as a result of the DC deferral – up to a maximum of \$15,000 with specific conditions - would also be applied to the applicant's account and a grant for the equivalent portion would be provided from the CIP reserve. This CIP program could be turned on or off for specific development projects as deemed appropriate by Council and the 82, 86--90 Broadway project may be a suitable project in the future. While application and administrative processes will need to be developed to implement the incentive on a case-by-case basis, the Industrial and Commercial Development Charge Deferral Interest Grant Program could provide incentive to developers, if needed, at time of development.

Design guidelines have also been created to complement the CIP and when approved by Council, can be incorporated into any new development within the downtown. The guidelines define and explain the desired architecture, planning, and landscape design elements that will guide development scenarios within the Downtown and they provide a tool to assist with the evaluation of any future development proposals received.

### **Considerations and Direction**

A re-development of 82, 86-90 Broadway that included the development of buildings at Broadway and at Armstrong Street could have positive effects on the wider community, contributing to increased assessments, a greater range and supply of housing choices, increased parking availability, and a healthier downtown through increased commercial space and consumer spending.

Should Council wish to move forward with the project in the immediate future, further decisions will be required with respect to confirming the development scenario and ownership structure preferred, the level of subsidization that Council is prepared to contribute to the project - if any, and the required level of engagement with the BIA regarding their requirements for the property's dispersal.

The property is located within the heart of the town's historic downtown and if developed, will be a significant and impactful landmark. As such, any new, mixed-use development should be carefully executed to ensure that the existing heritage buildings are preserved and complemented and that the cultural character inherent to the area is honoured while also creating vibrant, new commercial and residential opportunities to serve the needs of residents and visitors.

To ensure the selection of a developer that will meet the objectives of attracting the best technical and financial offer in a fair and transparent manner, it is recommended that a capital budget be established to hire a consulting firm to oversee all aspects of the development proposal process and call - through to selection of the successful developer. Work completed by the selected consulting firm would include, but not be limited to:

Goals and objectives - Work with the Town/Council to review, refine and establish goals and objectives for the project, including establishing financial objectives and defining the level of any subsidization that Council is prepared to contribute to the development. Define the required level of engagement and consultation with the BIA and ensuring steps taken to ensure a mutually agreeable approach to the development. Clearly identifying the level of engagement and degree of control sought in overall outcomes and for the preferred design scenario along with any required inclusions in the development (150 parking spaces, percentage of commercial vs residential space, specific uses etc.). Confirmation of ownership structure to be obtained.

Work Plan – Deliver an overall schedule with timelines and tasks to be completed to establish the new space(s). Define approach to soliciting interest from potential developers and timing for the development selection process.

Engagement – Establish a communications protocol and communicate and report to Council as needed, ensuring that requirements are articulated to a high level of specificity to assist with the RFP development. Interact/negotiate with the Orangeville BIA, Heritage Orangeville and other stakeholders throughout the process. Solicit interest from prospective developers through outreach, communication and interviewing to create a qualified short list of candidates.

Manage RFP Process - Administer and manage all aspects of the RFP process. Identify and collect potential due diligence documents for dissemination to potential developers. Develop the RFP documents which clearly: outline project details, reflect Council's requirements, provide submission requirements and methodology, evaluation criteria and processes, timelines, and tasks to be completed for delivery of the new space. Assemble and administer all key information to be disseminated to potential developers as required for bidding. Respond to questions and participate in analyse and evaluation of all bids received. Assist Town to negotiate final terms of agreement.

Consulting services required to manage the development call proposal and related processes is estimated to cost approximately \$130,000. Legal costs associated with the execution of all procurement and legal agreements would also be required and are estimated to total approximately \$30,000, resulting in total consultation fees of \$160,000.

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## **Strategic Alignment**

### **Orangeville Forward – Strategic Plan**

Priority Area: Sustainable Infrastructure/Economic Vitality

Objective: Plan for growth/Stimulate tourism and cultural development

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**Sustainable Neighbourhood Action Plan**

Theme: Land use and planning

Strategy: encourage mixed use development

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**Notice Provisions**

N/A

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**Financial Impact**

Moving forward with next steps in the development project would have a 2023 capital budget impact of approximately \$160,000 in 2023.

Respectfully submitted

Ray Osmond  
General Manager, Community Services

Prepared by

Ruth Phillips  
Manager, Economic Development &  
Culture

**Attachment(s):** None .



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**Subject: Next Generation 911 – Authority Service Agreement**

**Department: Community Services**

**Division: Orangeville Fire**

**Report #: CMS-2022-019**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That report # CMS-2022-019, Next Generation 911 – Authority Service Agreement, be received;**

**And that Council pass a by-law to enter into an agreement for the delivery of 9-1-1 services with the County of Dufferin.**

### **Background and Analysis**

The current “enhanced” 911 service is scheduled to be decommissioned by the CRTC not later than March 2025. To facilitate the move to a new digital 911 service, known as Next Generation 911 (NG9-1-1) both the Federal and Provincial governments are investing in the technology and infrastructure upgrades to support the transition to a new communications system. NG9-1-1 will provide improved emergency services using world-class telecommunications networks. NG9-1-1 will make it possible to provide additional details about emergency situations. For example, in the future, people could send a video of an accident, as well as make medical information available to first responders. This will lead to safer, faster and more informed emergency responses.

To facilitate the move to NG9-1-1, the County of Dufferin is seeking to enter into a 911 service agreement with each local municipality. The agreement appoints the County as the 911 Authority on behalf of each local municipality in Dufferin. The County will act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards and perform quality assurance and control on the data prior to submission. The Town will work with the County to resolve mapping and addressing related discrepancies and/or errors in a timely manner.

The Next Generation 911 Authority Service Agreement is a new requirement as a result of the change to NG9-1-1. The County has requested that the agreement be entered into by August 31, 2022.

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## **Strategic Alignment**

### **Orangeville Forward – Strategic Plan**

Priority Area: Community Stewardship

Objective: Safe & Protected

### **Sustainable Neighbourhood Action Plan**

Theme: Social Wellbeing

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## **Notice Provisions**

Not Applicable.

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## **Financial Impact**

Not Applicable.

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Respectfully submitted

Ray Osmond  
Acting CAO

Prepared by

Ronald Morden  
Fire Chief, Fire Services

**Attachment(s):** 1. Next Generation 911 Authority Service Agreement

**THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2022 between;**

**THE CORPORATION OF THE  
COUNTY OF DUFFERIN  
(hereinafter called County)**

**And**

**THE CORPORATION OF THE TOWN OF ORANGEVILLE  
(hereinafter called Municipality)**

### **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on **September 1st, 2022** and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

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<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

## **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

## **C. FEES/PURCHASES:**

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

#### **F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) 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 \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
    - ii. Cross liability and severability of interest clauses;

- iii. Contractual liability (both oral and written);
- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

## **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

## **I. TERM AND TERMINATION**

1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

## **J. GENERAL PROVISIONS**

1. The Municipality shall continue to actively promote 9-1-1 service within their community.
2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
3. The County shall cooperate and provide assistance to the Municipality as

reasonably required by the Municipality to facilitate the provision of the Municipalities obligations under this Agreement.

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

SIGNED:

On behalf of the Corporation of the Town of Orangeville on the \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_

Sandy Brown

Mayor

\_\_\_\_\_

Carolina Khan

Clerk

On behalf of the Corporation of the County of Dufferin on the \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_

XXXXXXXXXXXX XXXXXXXXXXXX

Head of Council

\_\_\_\_\_

XXXXXXXXXXXX XXXXXXXXXXXX

Clerk



**Subject: Lease Extension Mel's Skate Shop**

**Department: Community Services**

**Division: Facilities/Parks**

**Report #: CMS-2022-020**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That Report CMS-2022-020 titled Lease Extension Mel's Skate Shop be received;**

**And that Council direct staff to extend the Lease Agreement with the Corporation of the Town of Orangeville, and Mel's Skate shop for one additional year;**

**And that Council pass a bylaw to authorize the Mayor and Clerk to sign the necessary agreement**

### **Background and Analysis**

Mel's Skate Shop has been providing professional skate sharpening to the residents of Orangeville for thirty-seven (37) years. Mel Zahodnik first opened up shop at the Orangeville Sports Complex in 1985, later becoming the Tony Rose Memorial Sports Centre in 1991. In the fall of 2003, Mr. Zahodnik moved his operation to the Alder Street Recreation Centre. Mr. Zahodnik's current agreement with the Corporation of the Town of Orangeville has expired and he is looking to have a one-year extension with the written consent and approval from Council. The term of the extension would expire on April 30, 2023.

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### **Strategic Alignment**

#### **Orangeville Forward – Strategic Plan**

**Priority Area: Municipal Service**

**Objective: Respectful of costs and impact to the Community**

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## **Sustainable Neighbourhood Action Plan**

Theme: Corporate and Fiscal

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

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### **Notice Provisions**

N/A

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### **Financial Impact**

The tenant has agreed to pay \$528.36 per month plus HST. This represents a 2% increase over his expired rate of \$518.00 per month plus HST

Respectfully submitted

Charles Cosgrove  
Manager, Facilities and Parks

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**Subject: Intersection All-Way Stop Review (Various Locations)**

**Department: Infrastructure Services**

**Division: Transportation and Development**

**Report #: INS-2022-049**

**Meeting Date: 2022-08-08**

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### **Recommendations**

**That report INS-2022-049, Intersection All-Way Stop Review (Various Locations) be received;**

**And that a bylaw be presented to implement an all-way stop at the intersection of College Avenue and Fieldgate Drive;**

**And that a bylaw be presented to implement an all-way stop at the intersection of Spencer Avenue and Cornwall Gate/Abbey Road;**

**And that Staff update the All-Way Stop Policy to reflect the current criteria as set out in Book 5 of the Ontario Traffic Manual (OTM) dated December 2021.**

### **Background**

At its Meeting of May 16, 2022, Council directed Staff to consider an all-way stop at the intersection of College Avenue and Fieldgate Drive. In addition to reviewing this intersection, Staff were requested to review all-way stops at the following intersections:

- Spencer Avenue/Cornwall Gate/Abbey Road and/or Spencer Avenue/Sherwood Street
- Alder Street/Glengarry Road or Alder Street/Sherwood Street
- Meadow Drive/Pheasant Drive/Passmore Avenue

Some of these intersections have been the subject of review in the past. There is a policy for processing requests for stop controls at intersections within the Town of Orangeville, *Town of Orangeville, Policy Regarding Placement of New All Way Stop*

*Controls, Resolution Number 9.3.4, approved by Council in June of 1998.* The Corporate Policy is found as Attachment No. 1. The process requires traffic counts to determine traffic volumes and turning patterns through the intersection. The traffic count data is then evaluated to determine intersection warrants and all way stop controls. Warrants are set out in Book 5 of the Ontario Traffic Manual.

Where the intersections had previously been reviewed, Council required Staff to re-examine the warrants to ensure public safety concerns are being satisfactorily addressed and to provide Council with further technical information to assist in the decision-making process to implement all-way stops at the identified intersections.

### Warrants and Justifications

The warrants for an all-way stops are determined from Book 5 of the Ontario Traffic Manual (OTM). The latest version was released in December 2021. The newly released version contains updated warrants and justifications, including warrants for urban arterial roads, collector roads, rural arterial roads and local roads. To aid Council, Staff has provided a summary table that identifies the warrants/justifications for local roads (column 1), the data collected (column 2) and whether the criteria, when compared to Book 5 of the OTM, meets the required warrants for an all-way stop (column 3). Table 1 sets out the justification results specifically for the intersection at College Avenue and Fieldgate Drive.

**Table No. 1 – Warrant/Justification All-Way Stop Summary (College & Fieldgate)**

OTM Warrant/Justification (Local Road)	Data Collected/Analyzed	Warranted/Justified
Total vehicle volume exceeds 200 vehicles for the highest hour recorded	233 vehicles recorded for highest hour	Meets warrant
Volume Split does not exceed 70/30 as measured over the entire eight-hour count, vehicles only	85/15 split	Not met
High accident frequency (right angle collisions averaging at least 4 collisions/year)	Zero accidents reported at this location	Not met
Where visibility is hampered by curves or grades and insufficient for safe stopping distance for	Available Sight Distance is 110 metres	met

speed limit 65/85 metres (posted/designed)		
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All-way stop controls can be applied inappropriately. Accordingly, the Ontario Traffic Manual recommends warrants to be followed to help ensure that they are used where appropriate and in a consistent manner across the province. In reviewing and applying the warrants and justifications for all-way stop controls, Staff have recognized and applied the following in formulating the recommendations set out in this report:

- all-way stops should not be used solely for the protection of pedestrians. Typically, these are addressed through other means, like PXO's;
- All way stops should not be used as a speed control device, for roads within urban areas having posted speed limits in excess of 60 km/h, or at intersections that are offset, poorly defined or geometrically substandard.
- Stop sign usage should be limited to control right-of-way conflicts.

Based on the data collected placing an all-way stop at College Avenue and Fieldgate Drive meets the warrants for the total vehicle volumes count. The volume split warrant is not met. However, it is acknowledged that the traffic volumes and patterns in this area will change when College is opened to the west and as development in that area continues. Given this, Staff would recommend that an all-way stop be implemented at College Avenue and Fieldgate Drive due to the total volume of vehicles justification and anticipated growth in both traffic and pedestrian volumes.

### **Meadow Drive/Pheasant Drive/Passmore Avenue Intersections**

For the purpose of determining whether an all-way stop was warranted at the Meadow Drive at Pheasant Drive/Passmore Avenue intersections, traffic counts were undertaken on June 22, 2022. The counts and analytical results are found in Triton Engineering's Intersection Analysis Report dated June 24<sup>th</sup>, 2022, Attachment No. 2. Similarly, all-way stop justifications and warrants for these local streets are determined from Book 5 of the OTM. For a local road, the warrants are as follows:

- 200 vehicles per hour for each of any four hours in a day;
- Combined vehicular and pedestrian volume on the minor street wishing to enter the intersection exceeding 75 units per hour for the same four hours; and
- A volume split that does not exceed 70/30 as measured over the entire eight hour count, with the major street volume only including vehicles and the minor street volume including vehicles and pedestrians wishing to cross the major street (for a three-legged intersection, a 75/25 split is permissible)

The highest hourly volume recorded was 58 vehicles from 4:00 pm to 5:00 pm for Pheasant Drive/Passmore, which is not close to the 200 vehicle per hour minimum. The highest combined vehicular and pedestrian volume on the minor street was 84 vehicles and pedestrians from 3:00 pm to 4:00 pm. This was the only hour that the

volume exceeded 75. The split during the eight-hour count was 46/54. The intersection traffic volumes do not meet the minimum volumes for any single hour and the minor street vehicle and pedestrian volumes do not exceed 75 units for all four highest counted hours, therefore an all way stop at either of these intersections is not warranted.

### **Spencer Avenue/Abbey-Cornwall Gate or Spencer Avenue/Sherwood Street**

Spencer Avenue was fully constructed and connected to Riddell Road in 2016. Shortly thereafter in November of 2017, a formal request for an all-way stop at Spencer Avenue & Abbey/Cornwall Gate or at Spencer Avenue and Sherwood Street was made by a local resident. Four-hour traffic volume counts were collected and based on the analysis in 2017, warrants and justifications for stop signs were not met. Staff notified the resident and Council of the results, with no further action on the matter to be undertaken.

As per Resolution 2022-191, Council directed Staff to re-exam the warrants for Spencer Avenue. Spencer Avenue is a minor collector road. Abbey Road, Cornwall Gate and Sherwood are considered as local roads. For a collector road, the warrants are as set out in Table No. 2 below, along with what justifications have been met.

**Table No. 2 – Warrant/Justification All-Way Stop Summary (Spencer & Abbey Rd.)**

<b>OTM Warrant/Justification (Collector Road)</b>	<b>Data Collected/Analyzed</b>	<b>Warranted/Justified</b>
Total vehicle volume exceeds 375 vehicles for the highest hour recorded	456 vehicles recorded for highest hour	Meets warrant
Volume Split does not exceed 70/30 as measured over the entire eight-hour count, vehicles only	86/13 split	Not met
High accident frequency (right angle collisions averaging at least 4 collisions/year)	Zero accidents reported at this location	Not met
Where visibility is hampered by curves or grades and insufficient for safe stopping distance for speed limit 65/85 metres (posted/designed)	Available Sight Distance is 100 metres	met

Based on a re-examination of the traffic and pedestrian data and in light of the new warrants contained in Book 5, justification for an all-way stop at the intersection of Spencer Avenue and Abbey Road/Cornwall Gate can be made. Therefore, Staff are recommending an all-way stop at Spencer Avenue and Abbey Road/Cornwall Gate be implemented.

### **Alder Street/Glengarry Road or Alder Street/Sherwood Street**

For determining whether an all-way stop at the intersections noted above are warranted, a traffic count was undertaken on June 21, 2022. The results of the pedestrian and vehicle movements can be found in Triton Engineering Services Limited's letter report, dated June 24<sup>th</sup>, 2021, Attachment No. 3. In addition, Sherwood Street based on historical data and a higher average annual daily traffic (AADT) count is busier intersection than Alder Street & Glengarry Road. Therefore only the Alder Street and Sherwood Street intersection was tested for warrants and the justification for an all-way stop control. Alder Street is considered to be a minor collector and as such the warrants for the implementation of an all-way stop are as follows:

- 375 vehicles per hour for each of any eight hours in a day;
- Combining vehicular and pedestrian volume on the minor street (Sherwood) wishing to enter the intersection exceeding 150 units per hour for the same eight hours, or combined vehicular and pedestrian volume on the minor street wishing to enter the intersection exceeding 120 units per hour for the same eight hours with an average delay to all minor street traffic of 30 sec or more; and,
- A volume split that does not exceed 70/30 as measured over the entire eight-hour count, with the major street volume only including vehicles and the minor street volume including vehicles and pedestrians wishing to cross the major street (for a three-legged intersection, a 75/25 split is permissible).

None of the criteria set out above for the collector road (Alder Street) are met and as such an all-way stop control on Alder Street at either Glengarry Road or Sherwood Street is not warranted.

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## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Municipal Services

Objective: Respectful of Cost and Impact to Community

### Sustainable Neighbourhood Action Plan

Theme: Transportation System

Strategy: Promote more sustainable and efficient transportation options

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## Notice Provisions

At its meeting on November 23, 2021, Council passed a resolution to adopt the International Association for Public Participation (IAP2) materials to guide direct municipal communication on matters of public interest. Attachment No. 2 to this report is the IAP2 Public Participation Spectrum that describes different levels of public involvement in the decision-making process. There are five different levels of public participation ranging from “Inform”, which involved no consultation but simply informs the public of a decision that has been made, to “Empower”, which places the ultimate decision-making power in the hands of the public.

Staff suggest that the appropriate level of public participation on this issue is to Inform. If Council would like additional public involvement to assist in the decision making process, staff suggest that Council could defer consideration of the above recommendations and direct staff to solicit public input. A subsequent report would then come back to Council summarizing the input received to assist Council in reaching a final decision.

If, however, Council is satisfied that the installation of all-way stops at College Avenue/Fieldgate Drive and Spencer Avenue/Abbey Road is an issue of safety and consistency that only requires the Inform level of public participation, the above recommendations could be approved now.



**Financial Impact**

The cost to install the proposed all-way stop controls at College Avenue and Fieldgate Drive and Spencer Avenue and Abbey Road/Cornwall Gate would be undertaken as part of the 2022 Operating Budget. As such there is no financial impact from this report.

Respectfully submitted

Gary Kocialek,  
General Manager (Interim)  
Infrastructure Services

Reviewed by

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

**Attachment(s):**

1. Corporate Policy, New All Way Stop Controls
2. Intersection Analysis Report – Pheasant Drive/Passmore Avenue
3. Intersection Analysis Report – Alder Street/Sherwood Street



## **Corporate Policy**

### **New All Way Stop Controls**

**Department:** Infrastructure Services

**Approved** by Council: June 8, 1998  
Resolution Item No. 9.3.4

**1. Policy Statement**

None.

**2. Purpose**

None.

**3. Definitions**

None.

**4. Scope**

The scope of this policy is to set out general guidelines for processing requests for all way stop controls at intersections within the Town of Orangeville.

**5. Policy**

The following process shall be followed when requests are received for the installation of *all way stop* controls at intersections in the Town of Orangeville.

The following process shall be followed when requests are received for the installation of *all way stop* controls at intersections in the Town of Orangeville.

1. All requests for all way stop intersection controls shall be referred to General Manager, Infrastructure Services (GMIS), or his designate to be evaluated,
2. If reasonable traffic count information is not available, the GMIS may undertake manual turning movement traffic counts at the intersection to determine the traffic volumes and patterns through the intersection,

3. The GMIS shall determine if the intersection warrants an all way stop control based on the justifications and warrants recommended in the Ontario Traffic Manual, Book 5 (OTM Book 5),
4. If the warrants in OTM Book 5 are met, the GMIS shall prepare a report for Council recommending that an appropriate by-law be presented to amend the Traffic By-law to include the new stop sign(s),
5. If the warrants recommended in OTM Book 5 are not met, the GMIS shall provide a written response to the individual(s) who requested the all way stop explaining the policy and warrants, and outlining why the requested all way stop will not be recommended to Council. A copy of that response shall be circulated to Council as an information item.
6. If the individual who requested the all way stop is not satisfied with the Staff decision that individual may ask to appear before Council as a delegation to discuss the issue further. To enable Council to consider several requests for all way stops at one time, delegations will be heard on the first Council meeting of February, May, August, and November in each year, if required.
7. This policy may be updated from time to time as the referenced Ontario Traffic Manuals and the Highway Traffic Acts are updated.

**REFERENCE:**

For legal references and additional requirements of stop signs, Section 117 (A) (B) of the *Highway Traffic Act* and also Regulation 486, Section 7 & 8, Ontario Traffic Manual (OTM) Book 5 (as updated) shall be referred to.



229 Broadway, Unit 1  
Orangeville, Ontario, L9W 1K4  
Tel: (519) 941-0330  
Fax: (519) 941-1830  
Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST • HARRISTON

June 24, 2022

Town of Orangeville  
87 Broadway  
ORANGEVILLE, Ontario  
L9W 1K1

Attention: Mr. John Lackey, P.Eng.  
Manager of Operations and Development

RE: INTERSECTION ANALYSIS  
Pheasant Drive/Passmore Avenue  
Town of Orangeville  
Our File: I4752A

Dear Mr. Lackey:

Triton Engineering Services Limited undertook a traffic count at the intersection of Pheasant Drive and Passmore Avenue, for the purpose of determining whether an all-way stop was warranted. The count was undertaken on Wednesday, June 22, 2022, from 7:00 am to 9:00 am, from 11:00 am to 2:00 pm, and from 3:00 pm to 6:00 pm. A summary of the vehicle and pedestrian movements is attached, broken down into 15-minute intervals.

The warrant for an all-way stop is determined from Book 5 of the Ontario Traffic Manual. The latest version was released in 2021 and contains updated warrants, including different warrants for urban arterial roads, collector and rural arterial roads, and local roads. Pheasant Drive and Passmore Avenue are considered local roads. For a local road, the warrant is:

- 200 vehicles per hour for each of any four hours in a day;
- combined vehicular and pedestrian volume on the minor street wishing to enter the intersection exceeding 75 units per hour for the same four hours; and,
- a volume split that does not exceed 70/30 as measured over the entire eight hour count, with the major street volume only including vehicles and the minor street volume including vehicles and pedestrians wishing to cross the major street (for a three-legged intersection, a 75/25 split is permissible).

The highest hourly volume recorded was 58 vehicles from 4:00 pm to 5:00 pm, the highest combined vehicular and pedestrian volume on the minor street was 84 vehicles and pedestrians from 3:00 pm to 4:00 pm, but this was the only hour that the volume exceeded 75, and the split during the eight hour count was 46/54. The intersection traffic volumes do not exceed the minimum volumes for any single hour of the day and the minor street vehicle and pedestrian volumes do not exceed 75 units for all four highest counted hours; therefore an all-way stop is not warranted.

We trust that this is the information you require, and please call if we can be of further assistance.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

A handwritten signature in black ink, appearing to read 'T. Kramp', with a stylized flourish at the end.

Taylor Kramp, P. Eng.

cc Howard Wray, P.Eng.

Vehicle and Pedestrian Movements  
Pheasant Drive and Passmore Avenue

Traffic Counts

Date of Count: June 22, 2022 <b>Weekday AM Traffic Count Summary - Pheasant Drive &amp; Passmore Avenue</b>									
Time	Total Vehicles							Pedestrians Crossing	
	WB on Passmore		NB on Pheasant		SB on Pheasant		SUM	Passmore	Pheasant
	left	right	through	right	left	through			
7:00 am to 7:15 am	0	0	1	1	0	0	2	3	2
7:15 am to 7:30 am	0	0	1	1	0	0	2	1	2
7:30 am to 7:45 am	0	0	3	0	0	2	5	2	1
7:45 am to 8:00 am	0	0	6	0	0	1	7	0	0
8:00 am to 8:15 am	0	1	5	3	1	2	12	4	16
8:15 am to 8:30 am	0	0	4	1	1	4	10	2	19
8:30 am to 8:45 am	0	0	2	1	0	1	4	2	12
8:45 am to 9:00 am	1	0	1	0	1	0	3	0	8
11:00 am to 11:15 am	1	1	0	1	0	1	4	0	0
11:15 am to 11:30 am	1	0	0	1	0	1	3	2	5
11:30 am to 11:45 am	0	1	3	1	1	1	7	1	1
11:45 am to 12:00 pm	0	0	0	0	0	1	1	0	4
<b>Totals</b>	<b>3</b>	<b>3</b>	<b>26</b>	<b>10</b>	<b>4</b>	<b>14</b>	<b>60</b>	<b>17</b>	<b>70</b>
Date of Count: June 22, 2022 <b>Weekday PM Traffic Count Summary - Pheasant Drive &amp; Passmore Avenue</b>									
Time	Total Vehicles							Pedestrians Crossing	
	WB on Passmore		NB on Pheasant		SB on Pheasant		SUM	Passmore	Pheasant
	left	right	through	right	left	through			
12:00 pm to 12:15 pm	1	0	0	0	0	2	3	0	2
12:15 pm to 12:30 pm	0	2	1	1	1	0	5	0	0
12:30 pm to 12:45 pm	1	2	1	0	0	5	9	1	1
12:45 pm to 1:00 pm	0	0	1	0	0	0	1	0	1
1:00 pm to 1:15 pm	1	2	1	0	0	2	6	0	1
1:15 pm to 1:30 pm	0	1	0	0	1	1	3	0	1
1:30 pm to 1:45 pm	0	0	2	0	0	1	3	0	0
1:45 pm to 2:00 pm	0	0	1	2	0	3	6	0	0
3:00 pm to 3:15pm	4	3	0	3	0	1	11	16	12
3:15 pm to 3:30pm	5	1	1	4	0	2	13	6	8
3:30 pm to 3:45 pm	4	2	1	1	2	2	12	4	14
3:45 pm to 4:00 pm	1	0	3	0	0	5	9	0	4
4:00 pm to 4:15 pm	1	2	6	1	1	1	12	0	0
4:15 pm to 4:30 pm	4	1	3	2	0	4	14	0	1
4:30 pm to 4:45 pm	8	2	1	4	0	4	19	0	1
4:45 pm to 5:00 pm	2	1	2	3	0	5	13	0	1
5:00 pm to 5:15 pm	6	2	1	0	0	3	12	0	0
5:15 pm to 5:30 pm	2	1	1	2	1	2	9	2	0
5:30 pm to 5:45 pm	3	0	5	3	1	3	15	0	4
5:45 pm to 6:00 pm	6	0	1	1	0	2	10	2	1
<b>Totals</b>	<b>49</b>	<b>22</b>	<b>32</b>	<b>27</b>	<b>7</b>	<b>48</b>	<b>185</b>	<b>31</b>	<b>52</b>



229 Broadway, Unit 1  
Orangeville, Ontario, L9W 1K4  
Tel: (519) 941-0330  
Fax: (519) 941-1830  
Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST • HARRISTON

June 24, 2022

Town of Orangeville  
87 Broadway  
ORANGEVILLE, Ontario  
L9W 1K1

Attention: Mr. John Lackey, P.Eng.  
Manager of Operations and Development

RE: INTERSECTION ANALYSIS  
Alder Street/Sherwood Street  
Town of Orangeville  
Our File: I4752A

Dear Mr. Lackey:

Triton Engineering Services Limited undertook a traffic count at the intersection Alder Street and Sherwood Street, for the purpose of determining whether an all-way stop was warranted. The count was undertaken on Tuesday, June 21, 2022, from 7:00 am to 9:00 am, from 11:00 am to 2:00 pm, and from 3:00 pm to 6:00 pm. A summary of the vehicle and pedestrian movements is attached, broken down into 15-minute intervals.

The warrant for an all-way stop is determined from Book 5 of the Ontario Traffic Manual. The latest version was released in 2021 and contains updated warrants, including different warrants for urban arterial roads, collector and rural arterial roads, and local roads. Alder Street is considered a minor collector and Sherwood Street is considered a local road. For a collector road, the warrant is:

- 375 vehicles per hour for each of any eight hours in a day;
- combined vehicular and pedestrian volume on the minor street wishing to enter the intersection exceeding 150 units per hour for the same eight hours, or combined vehicular and pedestrian volume on the minor street wishing to enter the intersection exceeding 120 units per hour for the same eight hours with an average delay to all minor street traffic of 30s or more; and,
- a volume split that does not exceed 70/30 as measured over the entire eight hour count, with the major street volume only including vehicles and the minor street volume including vehicles and pedestrians wishing to cross the major street (for a three-legged intersection, a 75/25 split is permissible).

The highest hourly volume recorded was 231 vehicles from 5:00 pm to 6:00 pm, the highest combined vehicular and pedestrian volume on the minor street was 48 vehicles and pedestrians from 3:00 pm to 4:00 pm, and the split during the eight hour count was 89/11. The intersection traffic volumes do not exceed the minimum volumes for any single hour of the day, the minor street vehicle and pedestrian volumes do not exceed 120 units for any single hour of the day, and the minor street traffic is less than 30% of total intersection traffic; therefore an all-way stop is not warranted for a collector road.

For a local road, the warrant is:

- 200 vehicles per hour for each of any four hours in a day;
- combined vehicular and pedestrian volume on the minor street wishing to enter the intersection exceeding 75 units per hour for the same four hours; and,
- a volume split that does not exceed 70/30 as measured over the entire eight hour count, with the major street volume only including vehicles and the minor street volume including vehicles and pedestrians wishing to cross the major street (for a three-legged intersection, a 75/25 split is permissible).

The highest hourly volume recorded was 231 vehicles from 5:00 pm to 6:00 pm, but this was the only hour that exceeded 200 vehicles. The highest combined vehicular and pedestrian volume on the minor street was 48 vehicles and pedestrians from 3:00 pm to 4:00 pm and the split during the eight hour count was 89/11. The intersection traffic volumes do not exceed the minimum volumes for all four highest counted hours of the day, the minor street vehicle and pedestrian volumes do not exceed 75 units for any single hour of the day, and the minor street traffic is less than 30% of total intersection traffic; therefore an all-way stop is not warranted for a local road.

We trust that this is the information you require, and please call if we can be of further assistance.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

A handwritten signature in black ink, appearing to read 'Taylor Kramp', with a stylized flourish at the end.

Taylor Kramp, P. Eng.

cc Howard Wray, P.Eng.



Vehicle and Pedestrian Movements  
Alder Street and Sherwood Street

Traffic Counts

Date of Count: June 21, 2022

## Weekday AM Traffic Count Summary - Alder Street & Sherwood Street

Time	Total Vehicles							Pedestrians Crossing	
	NB on Sherwood		WB on Alder		EB on Alder		SUM	Sherwood	Alder
	left	right	left	through	through	right			
7:00 am to 7:15 am	1	1	1	6	6	0	15	4	0
7:15 am to 7:30 am	2	1	3	13	14	0	33	1	1
7:30 am to 7:45 am	0	5	1	5	8	0	19	0	0
7:45 am to 8:00 am	1	4	1	12	17	0	35	0	0
8:00 am to 8:15 am	1	2	2	8	9	2	24	1	0
8:15 am to 8:30 am	1	4	4	13	21	3	46	4	0
8:30 am to 8:45 am	2	5	7	8	36	1	59	6	3
8:45 am to 9:00 am	0	10	4	19	34	0	67	6	0
11:00 am to 11:15 am	3	3	1	8	10	0	25	7	2
11:15 am to 11:30 am	0	2	3	18	11	0	34	1	0
11:30 am to 11:45 am	1	0	8	20	9	4	42	3	0
11:45 am to 12:00 pm	2	2	0	10	14	1	29	1	0
<b>Totals</b>	<b>14</b>	<b>39</b>	<b>35</b>	<b>140</b>	<b>189</b>	<b>11</b>	<b>428</b>	<b>34</b>	<b>6</b>

Date of Count: June 21, 2022

## Weekday PM Traffic Count Summary - Alder Street & Sherwood Street

Time	Total Vehicles							Pedestrians Crossing	
	NB on Sherwood		WB on Alder		EB on Alder		SUM	Sherwood	Alder
	left	right	left	through	through	right			
12:00 pm to 12:15 pm	0	3	4	19	15	0	41	4	0
12:15 pm to 12:30 pm	1	2	4	16	15	0	38	0	0
12:30 pm to 12:45 pm	2	2	3	25	8	0	40	4	0
12:45 pm to 1:00 pm	1	3	5	20	13	1	43	4	0
1:00 pm to 1:15 pm	2	0	4	10	8	2	26	3	0
1:15 pm to 1:30 pm	1	1	1	11	12	0	26	0	0
1:30 pm to 1:45 pm	0	0	0	11	10	1	22	0	0
1:45 pm to 2:00 pm	0	3	1	13	12	1	30	1	0
3:00 pm to 3:15pm	1	5	3	8	20	0	37	9	0
3:15 pm to 3:30pm	0	4	5	14	11	0	34	5	3
3:30 pm to 3:45 pm	1	2	4	16	10	1	34	4	1
3:45 pm to 4:00 pm	0	4	5	16	19	2	46	7	2
4:00 pm to 4:15 pm	0	3	4	20	10	1	38	3	1
4:15 pm to 4:30 pm	3	5	4	27	11	0	50	5	0
4:30 pm to 4:45 pm	1	0	3	19	20	0	43	3	4
4:45 pm to 5:00 pm	0	2	3	24	18	2	49	2	0
5:00 pm to 5:15 pm	0	2	3	26	19	1	51	0	0
5:15 pm to 5:30 pm	1	3	5	42	24	1	76	0	0
5:30 pm to 5:45 pm	3	2	3	22	22	0	52	0	1
5:45 pm to 6:00 pm	2	5	5	14	26	0	52	0	0
<b>Totals</b>	<b>19</b>	<b>51</b>	<b>69</b>	<b>373</b>	<b>303</b>	<b>13</b>	<b>828</b>	<b>54</b>	<b>12</b>

**From:** [noreply@orangeville.ca](mailto:noreply@orangeville.ca)  
**To:** [Mayor's Office](#)  
**Subject:** New Response Completed for Proclamation Request  
**Date:** Monday, July 25, 2022 3:27:57 PM

---

Hello,

Please note the following response to Proclamation Request has been submitted at Monday July 25th 2022 3:26 PM with reference number 2022-07-25-004.

- **Organization or Business Name**  
Canadian Lung Cancer Screening Initiative
- **Organization or Business Website**  
<https://lung-clcsi.wixsite.com/clcsi>
- **Date that proclamation event is to begin**  
2022-11-1
- **Date that proclamation event ends**  
2022-11-30
- **Will you be requesting a community flag raising? If you answer yes, please provide additional details in the section below.**  
No
- **Proclamation name, details and event information**  
Lung Cancer Awareness Month

Whereas, lung cancer is the leading cause of cancer death among men and women in Canada, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; (1,2)

Whereas, over 20,000 Canadians are expected to die of lung and bronchus cancer in 2022, representing nearly one quarter of all cancer deaths in Canada; (1,2)

Whereas, according to research by Canadian oncologists, lung cancer is expected to be the most commonly diagnosed cancer in Canada, with over 30,000 new lung cancer cases expected in 2022; (2)

Whereas the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage; (3)

Whereas, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial (4) and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial; (5)

Whereas, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities;

Whereas, organizations working in Canada such as the Canadian Lung Cancer Screening Initiative are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates.

Therefore, I, Mayor \_\_\_\_\_, hereby proclaim November 2022 as Lung Cancer Awareness Month in \_\_\_\_\_, and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

- **Contact Name**

Maya Sharma

- **Email address**

[REDACTED]

- **Phone Number**

[REDACTED]

- **Mailing Address**

[REDACTED]

A PDF of the proclamation sent to [REDACTED] would be great, no need for a hard copy

[This is an automated email notification -- please do not respond]

## REPORT TO COMMITTEE

**To:** Chair Rentsch and Members of the Health and Human Services Committee

**From:** Anna McGregor, Director of Community Services

**Meeting Date:** June 23, 2022

**Subject:** **Community Safety and Well-Being Plan 2021 Annual Report**

**In Support of Strategic Plan Priorities and Objectives:**

**Good Governance** - ensure transparency, clear communication, prudent financial management

**Inclusive and Supportive Community** – support efforts to address current and future needs for a livable community

---

### **Purpose**

The purpose of this report is to share the Community Safety and Well-Being Plan 2021 Annual Report.

### **Background and Discussion**

The Provincial Government enacted legislation through the Comprehensive Ontario Police Services Act, 2019, requiring municipal governments to adopt Community Safety and Well-Being (CSWB) plans. The legislation stated that every municipal council was required to develop and adopt these plans by working in partnership with a multi-sectoral advisory committee, effective January 1, 2019 and to be completed by January 1, 2021. That date was then extended to July 1, 2021.

#### Creating the Original Plan

The County of Dufferin was recognised as the lead for the coordination and development of the Dufferin CSWB Plan. Despite the unforeseen challenges the pandemic created, Dufferin did move forward with work on the plan.

The Advisory Committee met several times, with ongoing support from consultant, Jennifer Kirkham.

The Advisory Committee reviewed survey data gathered from the general public and local community partners, reviewed, local demographic and service data, and then built the physical plan which identified strategic partners for implementation of the plan. Dufferin was been able to build upon many existing partnerships and collaborations. Many of the strategic partner agencies were already part of the Advisory Committee.

Following approval at both the County and lower tier levels. The first Dufferin County Community Safety and Well-Being Plan (2021-2024) was submitted to the Office of the Solicitor General on June 16, 2021.

### Moving Forward

The former Advisory Committee then formed an Integration Table, to ensure the priority areas identified in the plan were addressed. With help from the consultant the Integration Table worked on setting the foundation for taking this work forward. They set in place a timetable for meetings, quarterly reporting structure, agenda and minute templates and an annual action plan. County staff also helped to facilitate that work.

For Year 2 of this work the focus will be on more engagement with the local community, the Lead Tables and the lower tier municipalities.

### **Financial, Staffing, Legal, or IT Considerations**

The initial costs for the development and update of a County wide CSWB came from the Rate Stabilization Reserve from the 2020 and 2021 budget years. However, there still have been no funding announcements to support the implementation of the plans, the review of the plans or the creation of updated plans.

At this time, many of the areas of work identified in the plan for implementation will be addressed by existing committees and planning tables.

However, resources will continue to be needed to continue this work. Those resources currently do not exist within the Community Services Department. Additional funding will be required in order to retain consultancy services, to continue to move forward with the plan.

**Recommendation**

**THAT the report of the Director, Community Services dated June 23, 2022, titled Community Safety and Well-Being Plan 2021 Annual Report, be received;**

**AND THAT staff be directed to forward the annual report to each lower tier municipalities for their review;**

**AND THAT Council approve up to \$15,000 to be set aside from the Rate Stabilization Reserve, in 2022, to assist with ongoing engagement and administration costs for the plan.**

Respectfully Submitted By:

Anna McGregor  
Director, Community Services

Attachment – Dufferin County Community Safety and Well-Being Plan 2021 Annual Report



# Dufferin County

## Community Safety and Well-Being Plan 2021 Annual Report

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**June 14, 2022**

# Contents

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**02** A Summary of  
Community Safety and  
Well-Being Planning in  
Ontario

**03** Our Approach

**04** Priority Area Updates

**10** Moving Forward and a  
Call to Action

**11** Acknowledgements

**A1** Appendix



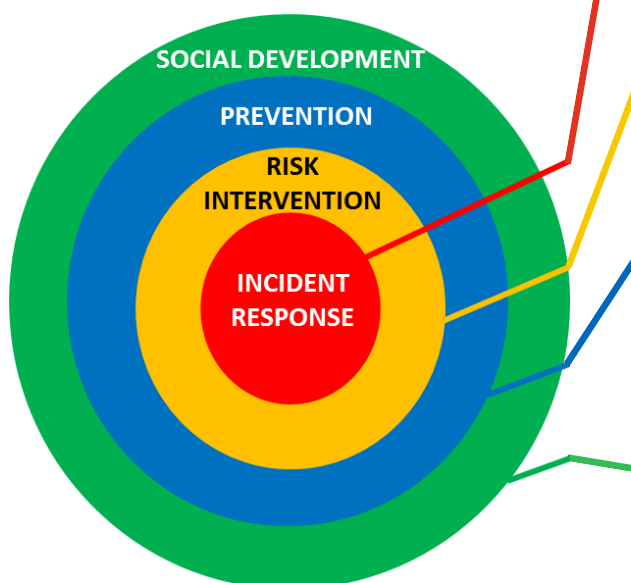
# Community Safety and Well-Being Planning In Ontario: A Brief Summary

The *Comprehensive Ontario Police Services Act, 2019* mandates every municipal council to prepare and adopt a Community Safety and Well-Being Plan. Under the legislation, municipalities have the discretion and flexibility to develop joint plans with surrounding municipalities. The municipalities in Dufferin are working collaboratively to develop a shared Community Safety and Well-Being Plan for all of Dufferin County.

As part of the legislation, the province mandated a number of requirements. Municipalities must:

- Prepare and adopt a Community Safety and Well-Being Plan
- Work in partnership with a multisectoral advisory committee comprised of representation from the police service board and other local service providers in health/mental health, education, community/social services and children/youth services
- Conduct consultations with the advisory committee and members of the public

The Ontario **Community Safety and Well-Being Planning** framework operated as a guide in developing the Dufferin County Community Safety and Well-Being Plan. This framework focuses on collaboration, information sharing and performance measurement, and identifies four areas in which communities can be made safer and healthier:



**INCIDENT RESPONSE - *Critical and non-critical incident response***, or what is traditionally thought of when referring to crime and safety, including service responses such as police, fire, a school principal expelling a student, etc.

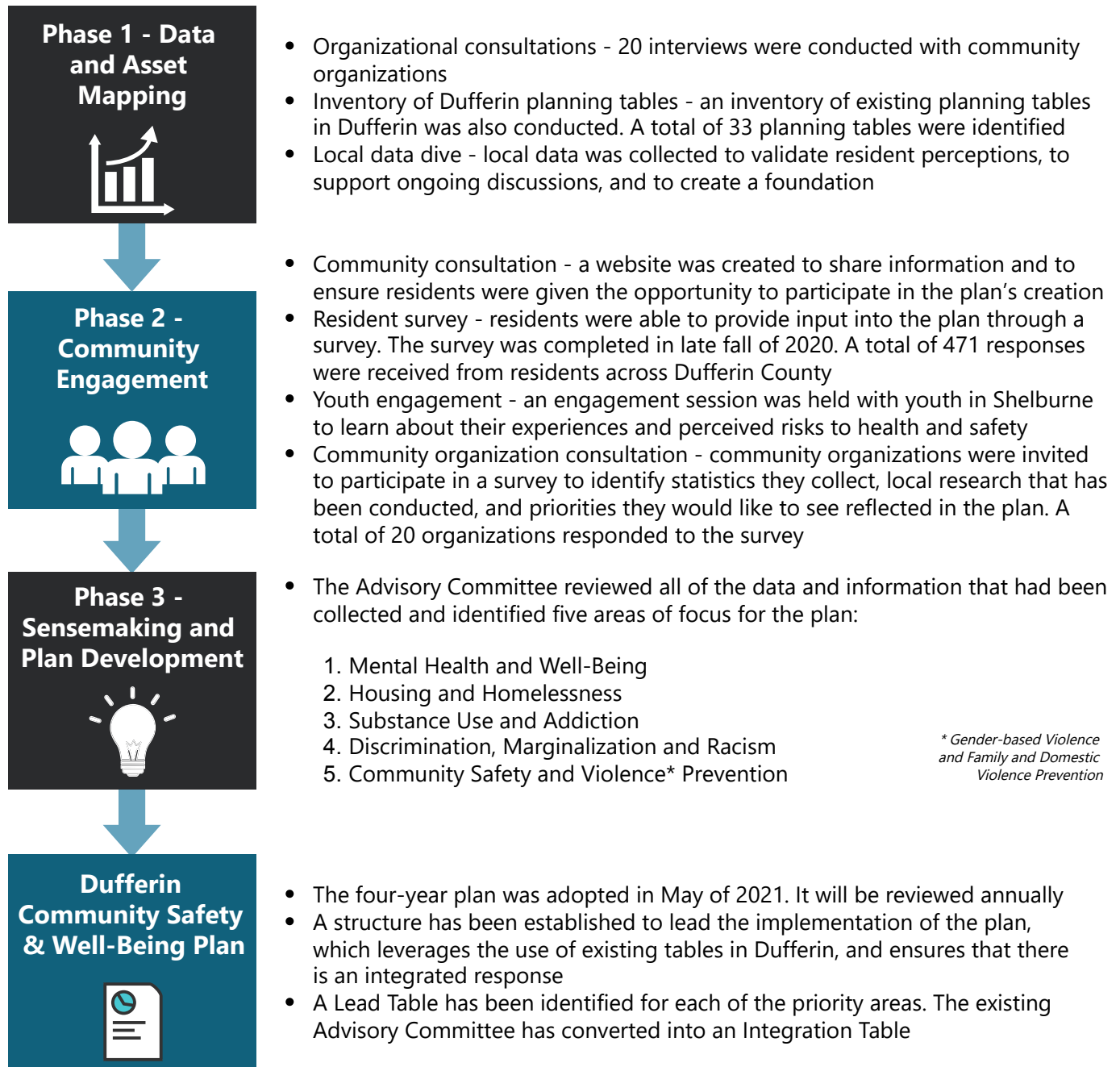
**RISK INTERVENTION - *Mitigating situations of elevated risk*** by multiple sectors working together to address situations where there is an elevated risk of harm (stopping something bad from happening right before it is about to happen).

**PREVENTION - *Proactively reducing identified risks*** by implementing measures, policies or programs to reduce priority risks before they result in crime, victimization or harm.

**SOCIAL DEVELOPMENT - *Promoting and maintaining community safety and well-being*** by bringing together a wide range of sectors, agencies and organizations to address complex social issues from every angle.

# Dufferin's Approach to CSWB

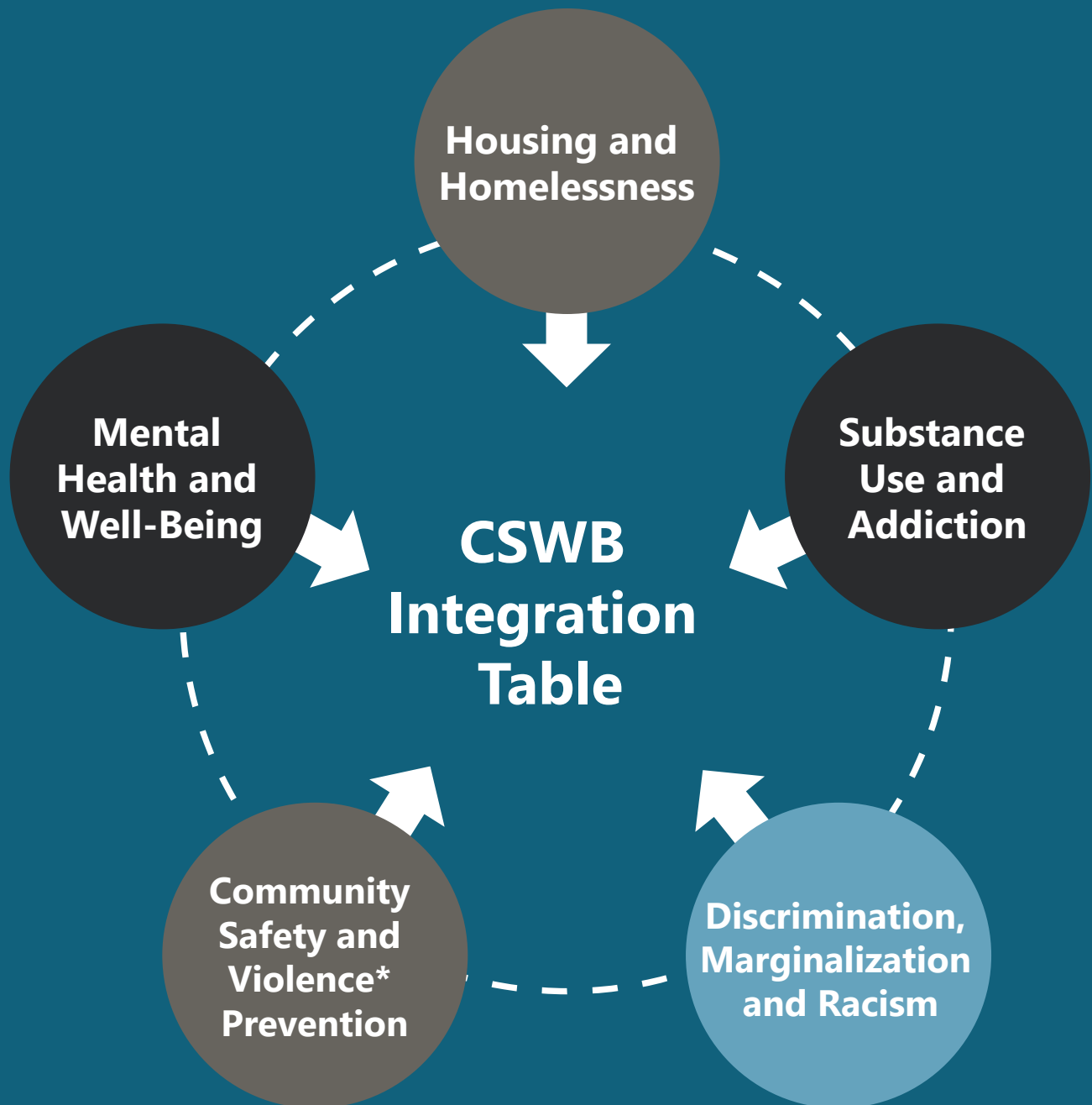
Our approach to developing the Dufferin Community Safety and Well-Being (CSWB) Plan and the four year plan itself is aligned with Ontario's Framework and critical success factors. An Advisory Committee was established to guide the development of Dufferin's CSWB Plan. This committee was comprised of a broad cross-section of organizations. The Advisory Committee (later named Integration Table) met over the course of 2020 and early 2021 to facilitate three phases of the planning process. These phases included:



With the ongoing COVID-19 pandemic situation, the Integration Table (see page 11 for list of organizations) continues with this extremely important work through an online process.

# Priority Area Updates

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# Mental Health and Well-Being

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**Lead Table:** Hills of Headwaters Collaborative Ontario Health Team (HOH OHT) Mental Health and Addictions (MH&ADD) Community Sector Working Group

**About:** The Ontario Health Teams (OHT) were asked to identify priority populations for their new integrated care pathways in the first three years of implementation, and the HOH OHT identified MH&ADD as a priority population. The Ministry of Health and Long Term Care accountabilities indicate that MH&ADD work should focus on several critical milestones including:

- Care is re-designed for mental health and addiction patients
- Mental health and addiction patients experience coordinated transitions between providers
- Mental health and addiction patients have access to 24/7 coordination and system navigation services

These are in accordance with key pillars of the HOH OHT strategic vision which aims to:

- Better integrate mental health and addictions services to expand access and improve care
- Decrease the health equity gap across the community
- Better connect other health services to primary care and specialized care
- Focus on COVID-19 pandemic response and recovery

## 2021 Areas of Focus:

1. Expand access to mental health services and supports
2. Improve care

## 2021 Update:

- The Dufferin Caledon Integrated Crisis Response working group has achieved cross-sectoral partnerships including a mix of clinical and non-clinical approaches. The team responds to crisis in the community, when possible, to prevent unnecessary ER visits. Crisis workers from any agency can accompany each other on a crisis call. Getting connected to support as soon as possible decreases the frequency of ER visits and allows for proactive intervention. Jointly responding to crisis calls with OPP has positively impacted the need for apprehensions related to mental health crisis. The Integrated Crisis Response group has been working with Openly Consulting Group to conduct a thorough review of crisis services in the region. To date 15 stakeholder interviews and a stakeholder engagement snapshot has been completed. The review identified barriers and gaps and recommendations on how to move ahead with implementation
- The Community Response Working Group mobilized during the COVID-19 pandemic as a collaborative response to the local needs of community and service providers. The group was recognized provincially with a 'Bright Lights' Award at the AFHTO annual conference on October 27, 2021, specifically for providing a community response to COVID-19 due to our collaborative efforts to address mental health and well-being. This working group continues its efforts in the wellbeing and resilience of all health human resources. To date the group has completed 8 resiliency initiatives on compassion fatigue, reducing stress, psychological personal protective equipment. The group will continue to offer workshops the offer ways to manage stress, burnout and taking care of mental health during COVID-19

# Housing and Homelessness

**Lead Table:** Dufferin County Equity Collaborative (DCEC) Housing & Homelessness Working Group

**About:** The DCEC Housing & Homelessness Working Group was formed in Spring 2019. The group's 2021 goal was that "*members of the community will have equitable opportunities to find and maintain housing. Housing instability and homelessness will be prevented.*"

## 2021 Areas of Focus:

1. Address housing affordability, availability and equity
2. Prevent housing instability and homelessness
3. Maintain, and where possible, improve housing
4. Meet a range of complex community needs

## 2021 Update:

INTENDED RESULTS	HOW WE MADE A DIFFERENCE IN 2021
Increase awareness of housing and homelessness challenges in Dufferin County	<ul style="list-style-type: none"><li>• Continued disbursement of the "Are You Homeless in Dufferin" contact cards out to the community</li><li>• Created the housing postcard campaign to give voice to people who were struggling with housing and homelessness. Over 1,000 postcards were distributed to agencies in the community to pass on to their clients, staff, and volunteers. The postcards were self-addressed and people were asked to fill it out and send them to the Town of Orangeville to help stress the need for more affordable housing in the area</li></ul>
Increase access to affordable rental housing options	<ul style="list-style-type: none"><li>• Implemented OPHI/CHHAP/COHB Housing Allowances:<ul style="list-style-type: none"><li>• OPHI provided housing allowances to 55 households</li><li>• COHB provided a total of 22 households with a portable housing benefit</li><li>• CHHAP provided 16 chronically homeless individuals with a portable housing allowance</li></ul></li></ul>
Greater prevention initiatives to help maintain existing housing	<ul style="list-style-type: none"><li>• Increased funding - Social Services Relief Funding and Reaching Home funding to help obtain/maintain housing</li></ul>
Explore options to increase supply of affordable housing options	<ul style="list-style-type: none"><li>• Background discussions and research took place on potential ideas to increase supply (i.e. tiny homes, trailer parks, developers and landlords, etc.)</li></ul>

# Substance Use and Addiction

## Lead Table: The Dufferin Caledon Drug Strategy

**About:** The Dufferin Caledon Drug Strategy started back in 2017 as a group of community agencies coming together to organize a local event in recognition of Overdose Awareness Day on August 31. At that time, the agencies felt strongly that something needed to be done to draw awareness and offer support to the community as the number of overdose related deaths were increasing and the “Overdose Awareness Day” Committee was formed. Over the years the committee has stayed committed to increasing the community’s awareness of the issue and morphed into the “Dufferin Caledon Drug Strategy” in 2020 recognizing that the work needed to be broader than just organizing a one day event each year.

## 2021 Areas of Focus:

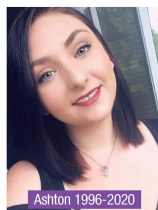
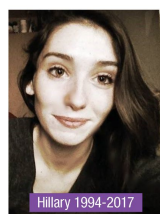
1. Reduce the harms related to substance use and/or addictive behaviours
2. Expand access to substance use and addiction services and supports
3. Improve care

## 2021 Update:

The work focused on designing and rolling out an Anti-Stigma campaign that was based on the work of the British Columbia government campaign “People who use drugs are real people” with the call to action “Stop the Shame. Stop the Blame. Stop the Stigma.” Focus groups were held so the campaign could be informed by voices of those with lived experience. Posters and rack cards were created that included pictures of local community members who lost their lives to overdoses. An educational video was also developed featuring the stories of people with lived experience or family members. Campaign (including focus groups, print material and video) were financially supported by the Hills of Headwaters OHT.

**SONS.  
DAUGHTERS.  
FRIENDS.  
PARENTS.**

People who use drugs  
are real people.



STOP THE SHAME.  
STOP THE BLAME.  
STOP THE STIGMA.

  
**DRUG STRATEGY**

The Dufferin-Caledon Drug Strategy committee needs your help to end drug use and drug-related stigma. Addiction can affect anyone—your family members, your friends, your co-workers. Sadly, there are those who don't survive.

It doesn't have to end this way.


With your help, we can challenge these stereotypes and get support for those who are in need.

Help us raise awareness about addiction and drug-related stigma to save lives.

If you or someone you care about is affected by the ongoing use of substances, there are community resources available to help in Dufferin and Caledon.

For more information on this campaign, the Dufferin-Caledon Drug Strategy Committee and for event updates, please visit [www.hillsofheadwaterscollaborative.ca/addiction-support-information/](http://www.hillsofheadwaterscollaborative.ca/addiction-support-information/) or scan the following QR code:



You can also find us on:  
 @DufferinODAwarenessCommittee

**#EndtheStigmaDufferinCaledon**

This campaign was funded by the:

  
**HILLS of  
HEADWATERS  
COLLABORATIVE**

Creative adapted from the *Stop Overdose BC* campaign, launched by the British Columbia Ministry of Mental Health and Addictions in 2018.

# Discrimination, Marginalization and Racism

---

**Lead Table:** Diversity, Equity, and Inclusion Community Advisory Committee

**About:** The Diversity, Equity, and Inclusion Community Advisory Committee (DEICAC) will support provide advisory support in the following areas but not limited to:

- Identifying systemic barriers faced in accessing county services, information, programs and facilities
- Strategies for building connections and fostering a deeper sense of inclusion and belonging especially for marginalized groups
- Proposed County of Dufferin initiatives, services, and policies to meet changing needs of a diverse community
- Employment and employee awareness policies, initiatives, and programs
- Provide recommendations on opportunities for education and awareness programs for the Committee, Council and staff on anti-racism, diversity, equity and inclusion
- Development of a DEICAC Strategic Plan

## 2021 Areas of Focus:

The DEICAC is a newly formed committee and has not yet established a formal work plan. In addition, Shelburne has an Anti-Black Racism, Anti-Racism and Discrimination Task Force. We will work with these new tables to determine community goals and strategies.

## 2021 Update:

The work conducted throughout 2021 focused on an environmental scan of all County of Dufferin departments, as well as the creation of subcommittees to closer evaluate current County services/programs from a DEI lens. Also in 2021, DEICAC will be working to develop a strategic plan to help drive and prioritize areas of focus for the community in the upcoming years. Working in conjunction with the Advisory Committee, the DEICAC is committed to supporting the work outlined by the local Community Safety and Well-Being Plan, with a focus on the Discrimination, Marginalization, and Racism priority area.



# Community Safety and Violence\* Prevention

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**Lead Table:** Dufferin/Caledon Domestic Assault Review Team (DART)

**About:** The Dufferin/Caledon Domestic Assault Review Team (DART), established in 1994, is a group of representatives from the County of Dufferin and Town of Caledon (Region of Peel) criminal justice, medical, child protection and community service agencies. Each agency has an individual mandate to deal with domestic abuse either supporting victims, or children who have been exposed to abuse, or the perpetrators of the abuse.

The work of the Committee is accomplished through agency representatives who take part in interagency decision-making, by commitment to the Protocol, by commitment to deal with new challenges as they emerge and with the assistance of interagency agreements.

## 2021 Areas of Focus:

This priority area will focus on crime, mobility safety, and the prevention of domestic and family violence. The Lead Table is in the process of determining goals and strategies specific to Gender-based Violence and Family and Domestic Violence Prevention.

## 2021 Update:

During 2021, the committee worked on a few projects including major updates to the DART website and a workshop entitled, 'Language Matters' with speaker Pamela Cross which took a look at the importance of the language we use to describe gender-based violence and how it impacts how people understand the message. The DART Coordinator also supported the Survivor Panel in four meetings throughout the year. They began a new initiative called the Notebook Project where the panel members wrote messages of hope in notebooks for other survivors to help inspire and support them through their journey.

The DART committee, endorsed the local Community Safety and Well-Being Plan, and committed to act as the Lead Table for the Community Safety and Violence\* Prevention.



# Moving Forward and a Call to Action

## Moving Forward

As agencies work together to follow the plan, we recognize that this is a constantly moving process. This work does not operate in a vacuum. The work and the plan will continue to evolve over time. We will move back and forth between different stages as we progress. Moving forward we must:



- Promote and maintain CSWB on an ongoing basis
- Respond to emergency needs
- Focus on risk intervention and how to deliver services/programming despite challenges
- Know that prevention will become more evident as we see the positive effects of decisions and actions



- Continue to strengthen collaboration and commitment among community partners, organizations, and residents
- Recognize that no single individual, agency or organization can fully own the work
- Keep the "big picture" in mind, knowing that the current priorities of the plan are all interconnected
- Leverage what we each bring to the table




- Recognize some needs and services change over time
- Acknowledge that engagement and consultation will take place at different times
- Explore new ways of delivering services, seek opportunities
- Shift and realign services/programming
- Change the impossible to the possible

## Call to Action

We open the invitation to others to join the effort to improve the safety and well-being of the residents of Dufferin County. How you can be part of the action:

- Share this report with your contacts
- Spread the word about the CSWB Plan
- Answer future surveys
- Visit and take part in *Join In Dufferin*

**Join In Dufferin:**   
<https://joinindufferin.com>

# Acknowledgements

It takes many people and community partners to promote and maintain community safety and well-being. We have leveraged existing planning tables to maximize their great work and to help us continue to move the needle on community safety and well-being in Dufferin. Let us continue together with our collaborative approach to create a vibrant, equitable, inclusive, safe and healthy community.

We gratefully acknowledge the efforts of all individuals, local agencies and service providers involved in doing this important work. We appreciate and want to thank all of you. In particular we would like to recognize the people and organizations that are a part of the Community Safety and Well-Being Lead Tables and the Integration Table:

- Alzheimer Society of Dufferin County
- Caledon\Dufferin Victim Services
- Canadian Mental Health Association Peel Dufferin (CMHA)
- Community Living Dufferin
- County of Dufferin- Community Services Department
- County of Dufferin - Paramedic Services
- County of Dufferin Diversity, Equity, Inclusion Community Advisory Committee
- DC MOVES<sup>1</sup>/DCEC<sup>2</sup>
- Dufferin Area Family Health Team (DAFHT)
- Dufferin Caledon Domestic Assault Review Team (DART)
- Dufferin Caledon Drug Strategy Committee
- Dufferin Child and Family Services (DCAFS)
- Dufferin Community Foundation
- Dufferin OPP
- Dufferin Situation Table
- Family Transition Place (FTP)
- Headwaters Communities in Action (HCIA)
- Hills of Headwaters Ontario Health Team Mental Health and Addictions Work Group
- Orangeville Probation and Parole Services
- Services and Housing In the Province (SHIP)
- White Owl Native Ancestry Association

We would also like to acknowledge our municipal partners:



<sup>1</sup> DC MOVES - Dufferin County Managing Organizing Validating Engagement Strategy

<sup>2</sup> DCEC - Dufferin County Equity Collaborative

# Appendix A

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## GLOSSARY OF TERMS, ACRONYMS, & ABBREVIATIONS

- CHHAP - Chronic Homeless Housing Allowance Program
- Chronic homelessness: refers to individuals who are currently experiencing homelessness AND who meet at least 1 of the following criteria: they have a total of at least 6 months (180 days) of homelessness over the past year; they have recurrent experiences of homelessness over the past 3 years, with a cumulative duration of at least 18 months (546 days)
- CMHA - Canadian Mental Health Association Peel Dufferin
- COHB - Canada-Ontario Housing Benefit
- *Comprehensive Ontario Police Services Act, 2019* - is a law in the province of Ontario that brought a number of reforms to policing in the province. It mandates that every municipality across Ontario must have prepared and adopted a Community Safety and Well-being Plan by July 2021
- CSWB - Community Safety and Well-being
- DAFHT - Dufferin Area Family Health Team
- DART - Domestic Assault Review Team
- DCAFS - Dufferin Child and Family Services
- DCEC - Dufferin County Equity Collaborative
- DC MOVES - Dufferin County – Managing Organizing Validating Engagement Strategy
- DEI - Diversity, Equity, and Inclusion
- DEICAC - Diversity, Equity, and Inclusion Community Advisory Committee
- FTP - Family Transition Place
- HCIA - Headwaters Communities in Action
- HOH OHT - Hills of Headwaters Collaborative Ontario Health Team
- Integration Table - a cross-sectoral table which will ensure a proactive, balanced and collaborative response across the five priority areas. This table works to ensure an integrated response to community safety and well-being which leverages resources and recognizes the interrelationships amongst the five priority areas
- Lead Table - an existing planning table that is leading the implementation of strategies and actions in each of the five priority areas
- MH&ADD - mental health and addictions
- OHT - Ontario Health Team
- OPHI - Ontario Priorities Housing Initiative Housing Allowance Program
- OPP - Ontario Provincial Police
- Outcomes: actions, behavior changes, etc., that contribute to overall goals
- SHIP - Services and Housing In the Province



## Notice of Passing of Municipal-Wide Development Charges By-law

TAKE NOTICE that the Council of the County of Dufferin passed a municipal-wide development charges By-Law No. 2022-28 on the 14<sup>th</sup> day of July, 2022 under section 2 (1) of the Development Charges Act, 1997, S.O., 1997, c. 27, as amended.

AND TAKE NOTICE that any person or organization may appeal to the Local Planning Appeal Tribunal under section 14 of the Act, in respect of the development charges by-law, by filing with the Clerk of the County of Dufferin on or before 23<sup>rd</sup> day of August, 2022 a notice of appeal setting out the objection to the by-law and the reasons supporting the objection.

The schedule of development charges imposed by the by-law, which comes into effect on 24<sup>th</sup> day of August, 2022, is as follows:

Service/Class of Service	RESIDENTIAL					NON-RESIDENTIAL (per sq.ft. of Gross Floor Area)
	Single and Semi-Detached Dwelling	Other Multiples	Stacked Townhouses	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	
<b>Municipal Wide Services/Class of Service:</b>						
Services Related to a Highway	1,693	1,300	803	803	580	0.57
Long-term Care Services	-	-	-	-	-	-
Child Care and Early Years Programs	221	170	105	105	76	-
Public Health Services	469	360	223	223	161	0.15
Ambulance	272	209	129	129	93	0.09
Housing Services	2,272	1,744	1,078	1,078	779	-
Waste Diversion	79	61	37	37	27	0.03
Growth-Related Studies	50	38	24	24	17	0.02
<b>Total Municipal Wide Services/Class of Services</b>	<b>5,056</b>	<b>3,882</b>	<b>2,399</b>	<b>2,399</b>	<b>1,733</b>	<b>0.86</b>

No key map has been provided as the by-law applies to all lands located within the County of Dufferin.

A copy of the complete by-law is available for examination at the County of Dufferin offices, 30 Centre Street, Orangeville, L9W 2X1 during regular business hours, excluding statutory holidays. A copy of the by-law is also available on the County of Dufferin's website <https://www.dufferincounty.ca/news/development-charges-bylaw>

DATED at the County of Dufferin, this 18<sup>th</sup> day of July, 2022.

Michelle Dunne, Clerk



## The Corporation of the Town of Grand Valley

5 Main Street North  
Grand Valley, ON L9W 5S6  
Tel: (519) 928-5652  
Fax: (519) 928-2275

[www.townofgrandvalley.ca](http://www.townofgrandvalley.ca)

July 12, 2022

The County of Dufferin  
30 Centre Street  
ORANGEVILLE ON L9W 2X1

### **Attention: Warden Wade Mills & County Council**

Dear Warden Mills and Members of Council:

Grand Valley Council has reviewed the June 23, 2022 WSP presentation and report to County Council on the status of the County MCR process. To say that the Town is disappointed with only being allocated 57 hectares of land for future growth to 2051 is an understatement.

We are addressing this letter to the Warden and County Council because Council feels that its concerns and input have not been adequately addressed at the staff level.

This letter will outline to the Province, County, Local Municipalities, and our Development Partners why Grand Valley is ready and willing to accept new growth beyond the limited growth provided in the current Lands Needs Assessment (LNA), prepared by the County's Consultant, WSP.

In late 2021, Town Planning provided County Staff with an updated map of Council's preferred urban expansion area as of November 9, 2021. This map is attached to this letter, showing a mix of lands that the Town is interested in seeing developed. While the lands are numbered, the numbering does not indicate a ranking. The Cor Seed (#4) parcel is CRUCIAL for inclusion in this expansion due to its involvement with a critical piece of infrastructure (McIntosh Drive), as outlined in the Town's Transportation Master Plan. The Moco (#5) parcel would allow their current Draft Plan Approved subdivision to be completed. The Thomasfield Gravel Pit Lands (#8) would allow an eyesore to be redeveloped without taking farmland out of production. Finally, the De Luca lands (#2) at Concession Road 2-3 and Sideroad 28-29, and adjacent to the Town's new park, represent a unique opportunity for a senior's focused development, that would include a tourism component.

The November 9, 2021 map outlines a larger urban boundary expansion for the Town than the one outlined in the WSP Land Needs Assessment Report AND is still in conformity with APPENDIX F – Long Term Development Plan, found in the Town's approved Official Plan as attached and supported by Council Resolution 2014-03-40 in March 2014.

Grand Valley has a reputation for successfully developing within its existing urban boundary. The Town has multiple developers, large and small, with whom the Town has worked successfully in the past, along with new landowners that are ready to build both homes and commercial/industrial space.

Grand Valley has an abundance of land within its own boundary available for development, unfettered by political boundaries. One of the largest areas is a former gravel pit, just east of the downtown, which for years has been fenced-off, dangerous, and an eyesore in our community. It could become a stunning mixed density housing and recreation development, if it were to be included in the urban boundary.

Grand Valley understands that we need to increase the variety of dwelling types in our community to include semi-detached, townhomes and low-rise multi unit buildings (both rental and condominium). Expanding our urban settlement boundary for housing is in full alignment with the myriad of reports and recommendations from the Province, the Association of Municipalities of Ontario, and other bodies.

In terms of employment lands, Grand Valley requires more. Our current employment lands are just now going through the planning process of subdivision and zoning; however, the size and configuration of this land makes it both expensive and challenging to develop. Grand Valley needs to expand its employment lands to increase and diversify our tax base, fortify our small local economy, increase jobs which equates to an increased daytime population to supply much needed day-time firefighters to our volunteer Fire Department and give residents more time to participate in local voluntary initiatives.

Our water and wastewater infrastructure is being expanded in 2022-2023, which will see the entirety of the town's current urban boundary serviced to 2031. Furthermore, there is an opportunity to expand this even further with very few challenges. Grand Valley understands that growth cannot occur without servicing and the Town is prepared to update all the necessary studies to ensure that there are adequate services for continued growth.

To summarize, Grand Valley is well positioned within Dufferin County to accommodate more growth:

- Grand Valley has an abundance of land within its own political boundaries available for development. The expansion of Grand Valley's Settlement Boundary will occur within the Town's existing jurisdiction and will not require annexation.
- While an update to the servicing master plan is required, there are no existing servicing constraints to growth.
- There is a logical plan for contiguous future expansion through the Long Term Development Plan. The Town has studied these opportunities to coordinate future expansion through the Long Term Development Plan, Appendix F to the Town's Official Plan and supported by Council Resolution 2014-03-40 in March 2014.

- The Town of Grand Valley has an identified Natural Heritage system that will continue to be protected and enhanced through development, including through future trail linkages.
- Further to this long-range planning, the Town of Grand Valley implemented policies and regulations that are supportive of responsible growth, such as the implementation of a municipal-wide Development Charges By-law and the Grand Valley Tree Canopy and Natural Vegetation By-law.
- Grand Valley is planning for the future with other features in the Town to support a growing community, including a new Recreation Manager role created in 2022, the addition of a multimillion-dollar recreation park already in development, and completing work on a Recreation Master Plan to serve the recreation needs of the growing community.
- 57 hectares is simply not enough land to realize the full potential of the Town for residential, commercial, institutional and employment growth.

The urban boundary expansion strategy is supportive of the Town's long-term objectives:

- Providing a Seniors' facility for a multi-generational community
- Developing surplus lands not currently in agricultural production in proximity to the existing settlement area
- Expanding the economic base in Tourism and providing new capacity for overnight accommodation and needed community space for marquee events
- Providing opportunities for residents to live, work and play within Grand Valley by creating local employment opportunities and expanded recreation opportunities
- Expanding the economic base through the timely development of new employment lands

Dufferin County and their Consultant WSP have made no changes to the original LNA even though Grand Valley has repeatedly and consistently asked for more growth and an expanded urban boundary.

In order to achieve the desired outcome for Grand Valley, Council has directed the Town Planner to convene a meeting between the Town and its Development Partners regarding a potential Minister's Zoning Order under the Community Infrastructure and Housing Accelerator. We are exploring this option to determine if that process might serve to expedite our plans to grow our community.

Finally, Grand Valley acknowledges that the purpose of the LNA is to follow Provincial data analysis requirements, but as has been stated on several occasion at both County Committee and Council meetings, these are only targets.

Grand Valley can and is willing to do more to accommodate growth not only in Grand Valley but in Dufferin County as a whole.

Grand Valley looks forward to a favourable, supportive response from County Council.

Sincerely,



Steve Soloman  
Mayor

cc. Minister of Municipal Affairs & Housing, Steve Clark MPP Leeds-Grenville Thousand Islands and Rideau Lakes  
Ministry of Municipal Affairs & Housing – Kay Grant, London Office  
Minister of Health & Deputy Premier, Sylvia Jones MPP Dufferin-Caledon  
Sonya Pritchard, CAO, County of Dufferin  
Cody Joudry, Director of Development and Tourism, County of Dufferin

Mayor & Council Township of Amaranth  
Mayor & Council Township of East Garafraxa  
Mayor & Council Township of Melancthon  
Mayor & Council Township of Mono  
Mayor & Council Township of Mulmur  
Mayor & Council Town of Orangeville  
Mayor & Council Town of Shelburne

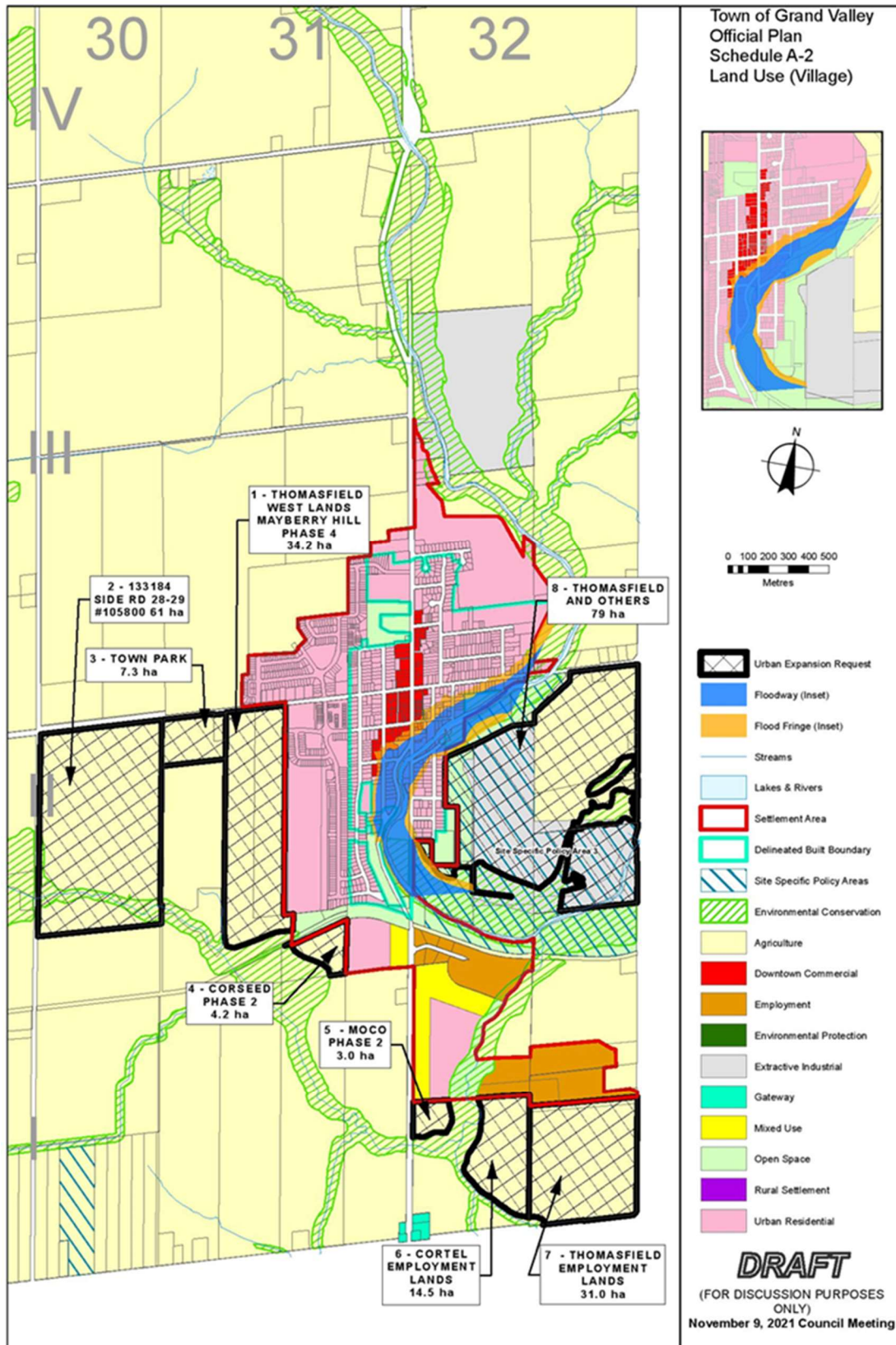
Darren P. Vella, Innovative Planning Solutions (Cortel Group)  
Cameron Sellers, Innovative Planning Solutions (Cortel Group)

Adam C. De Luca, De Luca Group  
Robert Walter-Joseph, Senior Planner Gladki Planning Associates (De Luca Group)

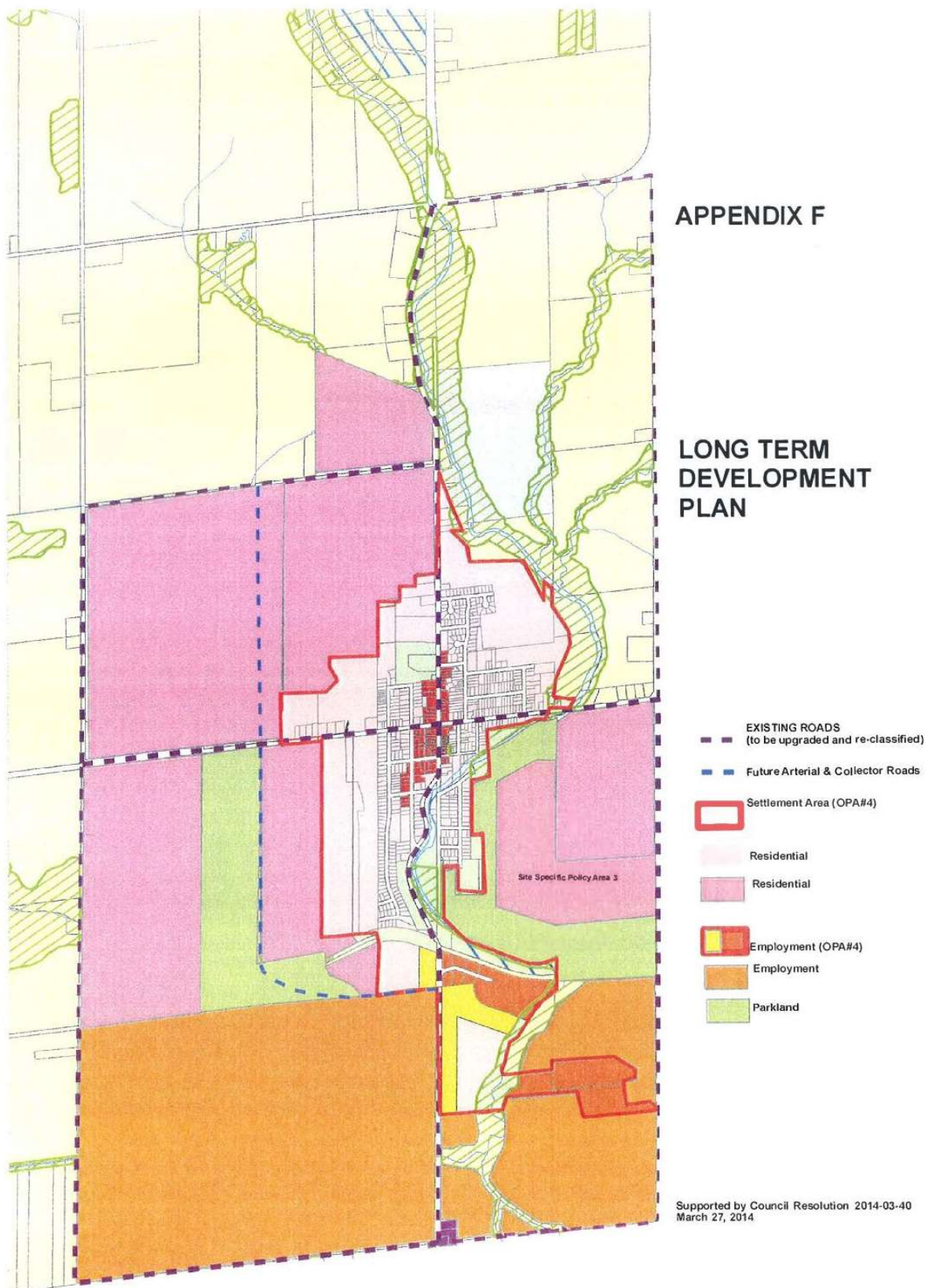
Tom Krizsan, President Thomasfield Homes  
Katherine McLaughlin, Manager, Land Development & Acquisitions Thomasfield Homes  
Astrid J. Clos Planning Consultants (Thomasfield Homes)



# Grand Valley Council Preferred Urban Expansion Areas (November 9, 2021)



## Grand Valley Official Plan APPENDIX F – Long Term Development Plan (2014)





**TOWNSHIP OF AMARANTH  
NOTICE OF PUBLIC MEETING**



On Wednesday August 10, 2022 the Council of The Township of Amaranth will hold a public meeting regarding a Fill Management Plan proposal at 513151 2nd Line, Amaranth in order to receive public input on the proposal. All interested parties are invited to attend the Public Meeting.

The Public Meeting will be held:

Wednesday August 10, 2022 at 7:00 p.m.

Electronic participation welcomed through Zoom

Meeting Link: <https://us02web.zoom.us/j/85743164346>

In order to provide sufficient information to the public, the Site Alteration and Fill Management Plan is available on the Township website at: <https://www.amaranth.ca/en/municipal-government/Site-Alteration-and-Fill.aspx>. Copies of background studies and reports are available for viewing. Interested persons may express their comments at the public meeting, in writing or via e-mail to the Municipal Clerk prior to the meeting.

Such written comments will be brought before Council.

Nicole Martin, Dipl. M.A.

CAO / Clerk – Acting Treasurer

374028 6th Line, Amaranth, ON, L9W 0M6

519-941-1007

[nmartin@amaranth.ca](mailto:nmartin@amaranth.ca)





## **NOTICE OF ADOPTION OF AN AMENDMENT TO THE TOWNSHIP OF EAST GARAFRAXA OFFICIAL PLAN File: OPA 9**

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**TAKE NOTICE** that the Council of the Corporation of the Township of East Garafraxa passed **By-law No. 40-2022** on the 19<sup>th</sup> day of July, 2022 pursuant to Sections 17 and 21 of the Planning Act, R.S.O., 1990, as amended, to adopt **Amendment No. 9** to the Township of East Garafraxa Official Plan. The amendment applies to the lands of the Township of East Garafraxa in their entirety.

**AND TAKE NOTICE** that through the circulation and review of the amendment to the Township of East Garafraxa Official Plan, the Township received two (2) written submissions from agencies. The Statutory Public Meeting, held on June 28, 2022, was not attended by any members of the public and no comments were submitted from the public. Council considered all the submissions received with respect to the amendment, the effect of which helped Council to make an informed decision.

**AND TAKE NOTICE** that Official Plan Amendment No. 9 requires approval from the County of Dufferin, which is the approval authority under the Planning Act. Any person or public body will be entitled to receive notice of the decision of the approval authority if a written request to be notified of the decision (including the person's or public body's address, fax number or email address) is made to the approval authority at the following address:

County of Dufferin  
Development and Tourism  
[planner@dufferincounty.ca](mailto:planner@dufferincounty.ca)  
30 Centre Street, Orangeville, ON L9W 2X1

An explanation of the purpose and effect of the Official Plan Amendment is given below. The complete Official Plan Amendment and related information are available on the Township website or by request via email and/or fax by contacting the Clerk's Department during regular office hours using the information below.

**DATED AT THE TOWNSHIP OF EAST GARAFRAXA THIS 25<sup>th</sup> DAY OF JULY, 2022.**

Susan M. Stone, A.M.C.T.  
CAO/Clerk  
Township of East Garafraxa  
065371 Dufferin County Road 3, Unit 2,  
East Garafraxa, ON L9W 7J8  
Tel: 226-259-9400  
Email: [ssone@eastgarafraxa.ca](mailto:ssone@eastgarafraxa.ca)

Township File: OPA No. 9  
Applicant: The Township of East Garafraxa  
Address: 065371 Dufferin County Road 3,  
Unit 2, East Garafraxa, ON  
L9W 7J8

### **PURPOSE AND EFFECT OF THE OFFICIAL PLAN AMENDMENT**

The purpose of the Amendment is to assist the Township in its ability to process planning applications in a timely manner to enable the Township to provide decisions within the statutory timelines of the Planning Act as amended by the More Homes for Everyone Act, 2022.

**THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA**

**BY-LAW NUMBER 40-2022**

**ADOPTION BY-LAW FOR AN AMENDMENT TO THE OFFICIAL PLAN**

**THE Council of the Corporation of the Township of East Garafraxa in accordance with the provisions of Sections 17 and 21 of the Planning Act, P.S.O. 1990 as amended hereby enact as follows:**

- 1. THAT Official Plan Amendment Number 9 to the Official Plan of the Corporation of the Township of East Garafraxa being the attached text is hereby adopted.**
- 2. THAT the Clerk is hereby authorized and directed to make application to the County of Dufferin for approval of the aforementioned Official Plan Amendment Number 9 to the Official Plan of the Corporation of Township of East Garafraxa and to provide such information as required by section 17 of the Planning Act, R.S.O. 1990, cP.13 as amended.**

**ENACTED and PASSED THIS 19<sup>th</sup> DAY of July 2022**

  
**CLERK**

  
**HEAD OF COUNCIL**

**THE CORPORATION OF THE  
TOWNSHIP OF EAST GARAFRAXA**

**OFFICIAL PLAN**

**AMENDMENT 9**

**AMENDMENT NUMBER 9**  
**TO THE OFFICIAL PLAN**  
**FOR THE**  
**TOWNSHIP OF EAST GARAFRAXA**

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**PART A – THE PREAMBLE**

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- 1.1 PURPOSE OF THE AMENDMENT
- 1.2 BASIS OF THE AMENDMENT

**PART B – THE AMENDMENT**

- 2.0 INTRODUCTION TO THE AMENDMENT
- 2.1 DETAILS OF THE AMENDMENT
- 2.2 IMPLEMENTATION
- 2.3 INTERPRETATION

**PART C – THE APPENDICIES**

- 3.0 APPENDICIES

## **THE CONSTITUTIONAL STATEMENT**

**PART A – THE PREAMBLE:** The Preamble provides an explanation of Amendment No. 9 to the Official Plan for the Township of East Garafraxa, including purpose, location and background information, but does not form part of this amendment.

**PART B – THE AMENDMENT:** The Amendment, consisting of text, designates the proposed changes to the Official Plan for the Township of East Garafraxa and constitutes Amendment No. 9.

**PART C – THE APPENDICES:** The appendices, if included herein, provide related information to the amendment but do not constitute part of this Amendment.



**AMENDMENT NUMBER 9**  
**TO THE OFFICIAL PLAN**  
**FOR THE**  
**TOWNSHIP OF EAST GARAFRAXA**

**PART A – THE PREAMBLE**

**1.0     LOCATION**

This Amendment applies to the lands of the Township of East Garafraxa in their entirety.

**1.1     PURPOSE OF THE AMENDMENT**

The purpose of this Amendment is to improve the quality of planning application submissions and assist the Township in its ability to process planning applications in a timely manner to enable the Township to provide decisions within the statutory timelines of the Planning Act as amended by the More Homes for Everyone Act, 2022.

**1.2     BASIS OF THE AMENDMENT**

The More Homes for Everyone Act, 2022 is an Act to amend various statutes with respect to housing, development and related matters. The Act has introduced a number of new planning process requirements in the Planning Act. These include application fee refunds for zoning and site plan applications when no decision is made on such applications within the statutory timelines.

Through a review of the requirements of the Act, it was determined that to implement the directions it is necessary to improve the quality of planning applications and enable the Township to process applications in a more timely manner.

Changes to the Township's policies with respect to pre-application consultation and complete application requirements in Section 9.8 of the Official Plan to reinforce the need for mandatory pre-consultation and establish a more detailed complete application review process will assist in achieving these objectives. Furthermore, due to the complexity of Planning Act applications, it is necessary to allow time for sufficient consideration of each individual application type by Council, staff, agencies and the public. For this reason, applications should generally not be combined or processed concurrently.

**AMENDMENT NUMBER 9**  
**TO THE OFFICIAL PLAN**  
**FOR THE**  
**TOWNSHIP OF EAST GARAFRAXA**

**PART B – THE AMENDMENT**

**2.0     INTRODUCTION TO THE AMENDMENT**

The purpose of this Amendment is to improve the quality of planning application submissions and assist the Township in its ability to process planning applications in a timely manner to enable the Township to provide decisions within the statutory timelines of the Planning Act as amended by the More Homes for Everyone Act, 2022.

**2.1     DETAILS OF THE AMENDMENT**

The Official Plan of the Township of East Garafraxa is hereby amended as follows:

2.1.1   By amending Section 9.8.1 Pre-Application Consultation as follows:

- i)       Adding the word “Mandatory” prior to the title of subsection 9.8.1;
- ii)      Deleting the word “are” in Section 9.8.1 a) and replacing it with the phrase “shall be” and adding the following new sentence at the end of the Section:  
  
          “Pre-application consultation with the Township, in consultation with the County, appropriate Conservation Authority and other agencies, shall be mandatory, but may be scoped at the Township’s sole discretion.”;
- iii)     Re-lettering Subsection 9.8.1 d) as 9.8.1 e) and adding the following as new Subsection 9.8.1 d):  
  
          “d) Terms of reference or other criteria shall be established for specific studies or other information or material which have been identified as required for a complete application by the Township in consultation with the County, appropriate Conservation Authority or other agencies. The studies or other information or material will be reviewed and evaluated by the Township, in consultation with the County, appropriate Conservation Authority or other agencies, to ensure that the terms of reference or other criteria have been satisfied prior to the Township making a determination that the application is deemed complete.”;

iv) Deleting Subsection d) ii) and replacing it with the following:

“ii) all other plans, reports, studies, impact assessments or other information identified through the mandatory pre-consultation process by the Township in consultation with the County, appropriate Conservation Authority and other agencies, and the Township has satisfied itself that these materials have been prepared in accordance with terms of reference or other criteria identified by the Town through the pre-consultation process.”

v) Adding a new subsection f) to Section 9.8.1 as follows:

“f) Only one application for an official plan amendment, zoning by-law amendment, plan of subdivision, plan of condominium, or site plan control shall be deemed complete if applications are submitted concurrently. Each application type will only be processed in sequential order by the Township to provide sufficient time to review the individual application, unless determined otherwise at the Township’s sole discretion.”

2.1.2 By amending Section 9.8.2 Complete Application Requirements by:

i) Adding the following new sentence after the first sentence in subsection g):

“Fees required by the Township and other agencies shall include fees for mandatory pre-application consultation. Such fees shall include any costs for outside consultants retained by the Township to review the information and materials submitted to establish that the information and materials have been prepared in accordance with terms of reference or other criteria identified by the Township in consultation with the County, appropriate Conservation Authority and other agencies through the pre-consultation process.”

## 2.2 IMPLEMENTATION

Section 9 “Implementation” of the Official Plan Shall apply to the implementation of this Amendment.

## 2.3 INTERPRETATION

The provisions of the Official Plan, as amended from time to time, regarding the interpretation of the Plan shall apply with respect to this Amendment.



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: [www.melancthontownship.ca](http://www.melancthontownship.ca)

Email: [info@melancthontownship.ca](mailto:info@melancthontownship.ca)

July 19, 2022

The Corporation of the  
Municipality of Tweed  
255 Metcalf Street  
Postal Bag 729  
Tweed, Ontario  
K0K 3J0

Attention: Gloria Raybone, CAO/Treasurer

Dear Ms. Raybone:

**Re: Ontario Wildlife Damage Compensation Program**

At the meeting of Council held on July 14, 2022, the following motion was introduced and passed:

Moved by Neilson, Seconded by Besley

**Be it resolved that:** "Council for the Township of Melancthon supports the motion from the Municipality of Tweed and requests the Ministry of Agriculture, Food and Rural Affairs to review the administration fee provided to Municipalities for the administration of the Ontario Wildlife Damage Compensation and this motion be circulated to all municipalities in Dufferin County and AMO for their support." **Carried.**

Yours truly,

Denise B. Holmes, AMCT  
CAO/Clerk

- c. Ministry of Agriculture, Food and Rural Affairs  
AMO  
Dufferin Municipalities  
Mike Swidersky, Township Livestock Investigator

**Municipality of Tweed Council Meeting  
Council Meeting**



**Resolution No.** 442.  
**Title:** Ministry of Agriculture, Food and Rural Affairs  
**Date:** Tuesday, June 28, 2022

---

**Moved by** Brian Treanor  
**Seconded by** Jacob Palmateer

WHEREAS the Ontario Ministry of Agriculture, Food and Rural Affairs administers the Ontario Wildlife Damage Compensation Program to provide compensation to farm producers for livestock killed by wildlife;  
AND WHEREAS Ontario Municipalities administer the Program on behalf of OMAFRA by appointing a Livestock Investigator and staff to work on wildlife damage claims;  
AND WHEREAS the costs associated with wildlife damage claims typically exceed the administration fee of \$50.00 per claim as provided to the Municipality by OMAFRA;  
NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Tweed request the Ministry of Agriculture, Food and Rural Affairs to review the administration fee provided to Municipalities for the administration of the Ontario Wildlife Damage Compensation Program;  
AND FURTHER, that this Resolution be circulated to the Association of Municipalities of Ontario (AMO) and all Ontario Municipalities for their consideration and support.

**Carried**

\_\_\_\_\_  
Mayor

*J. Albert*



758070 2<sup>nd</sup> Line E  
Mulmur, Ontario  
L9V 0G8

Local **(705) 466-3341**  
Toll Free from 519 only **(866) 472-0417**  
Fax **(705) 466-2922**

July 13, 2022

## CLIMATE EMERGENCY DECLARATION

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At the meeting held on July 6, 2022, Council of the Township of Mulmur passed the following resolution.

### **Moved by Boxem Seconded by Clark**

WHEREAS the impacts of climate change are being felt in Mulmur and will continue to intensify, posing acute and lasting risks to people, business, and natural ecosystems;

AND WHEREAS these risks include, but are not limited to, extreme weather, threats to human health and wellbeing, economic disruption, food and water insecurity, social instability and threats to all other life on earth;

AND WHEREAS Mulmur has a crucial role to play in responding to, changing and mitigating the contributions to climate change through responsible planning and budgeting;

AND WHEREAS Council's Strategic Plan identifies a priority path of "Growing a Sustainable Mulmur: being proactive in sustainable initiatives to ensure the long term well-being of Mulmur";

AND WHEREAS the Township of Mulmur's Official Plan provides a policy for growth management where land use patterns shall "minimize negative impacts to air quality and climate change, and promote energy efficiency";

NOW THEREFORE BE IT RESOLVED THAT Council of the Township of Mulmur declare a Climate Emergency for the purpose of recognizing and deepening our commitment to protecting our economy, ecosystems, and community from climate change;

AND THAT, in response to this Climate Emergency, Council seeks to limit its contributions to the climate crisis, by way of the following actions:

1. That Council review the current Strategic Plan action items for "Growing a Sustainable Mulmur" to reprioritize commitments and identify additional areas to take action.
2. That Council direct staff to identify climate change options at budget time for Council consideration.
3. That Council direct staff to arrange training on climate change and climate lens adaptation to be scheduled in 2023.

AND FURTHER THAT this resolution be forwarded to all Ontario municipalities for their information and potential action.

**CARRIED.**

Sincerely,

Tracey Atkinson

Tracey Atkinson, CAO/Clerk/Planner  
Township of Mulmur



## Minutes of Cultural Plan Task Force

June 22, 2021, 12:00 p.m.

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

Members Present: Councillor L. Post  
A. Scheel (arrived 1 p.m.)  
D. Nairn  
D. Henderson  
P. Ross  
R. Montgomery

Staff Present: R. Phillips, Manager, Economic Development & Culture  
B. Lusk, Administrative Assistant  
K. Lemire, Tourism and Culture Officer  
A. Noseworthy, Co-ordinator, Marketing and Projects

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### 1. Call to Order

The meeting was called to order at 12:10 p.m.

### 2. Disclosures of (Direct or Indirect) Pecuniary Interest

None.

### 3. Closed

Moved by D. Henderson

That a Closed meeting of Cultural Plan Task Force be held pursuant to s. 239 (2) of the Municipal Act for the purposes of considering the following subject matters:

2020-06-18 Closed Cultural Plan Task Force Minutes

2020-12-08 Closed Cultural Plan Task Force Minutes

Confidential Verbal Report from Katrina Lemire regarding personal matters about an identifiable individual, including municipal or local board employees and information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them – Selection of the 2021 Call for Artists Award Recipients.

**Carried**

### 4. Rise and Report

Moved by D. Nairn

That the 2020-06-18 Closed Cultural Plan Task Force Minutes are approved;

That the 2020-12-08 Closed Cultural Plan Task Force Minutes are approved;



**Carried**

Moved by R. Montgomery

That a verbal report presented by K. Lemire to provide information on the 2021 Call for Artists entries be received;

And that staff be directed to proceed with the installation of the 2021 Call for Artist selections as discussed.

**Carried**

**5. Adoption of Minutes of Previous Meeting**

**5.1 2021-02-25 Cultural Plan Task Force Minutes**

Moved by D. Nairn

That the minutes of the following meeting are approved:

2021-02-25 Cultural Plan Task Force Minutes.

**Carried**

**6. Presentations**

None.

**7. Items for Discussion and Reports**

None.

**8. Correspondence**

None.

**9. New Business**

D. Nairn announced that Theatre Orangeville would present two outdoor shows during August and September.

A. Scheel said that the Better Together Task Force had launched a Call for Artists for two interactive murals that would be installed at 106 and 114 Broadway.

R. Phillips reported that the Economic Development and Culture office had successfully applied for a grant from Central Counties Tourism, which had enabled the purchase of a Driftscape license. She explained that the Driftscape app would be available to the visiting public free of charge and that it provides an interactive and fun way to view and learn about Orangeville's public art and walking tours.

R. Phillips said that staff had also created various scavenger hunts to engage visitors in safe outdoor experiences as they explore downtown Orangeville and that the hunts had been well received.

R. Phillips said that the Economic Development and Culture office had introduced the use of blogging on the Town's new website and that blogs were focused on local tourism experiences.

**10. Date of Next Meeting**

The next meeting will be held at the call of the Chair.

**11. Adjournment**

Meeting adjourned at 1:34 p.m.



## Minutes of the Joint Accessibility Advisory Committee

June 3, 2022, 10:00 a.m.

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

Members Present: Councillor Post  
L. Barnett  
P. Charbonneau  
M. Gravelle  
J. Jackson  
T. Lewis

Members Absent: D. Anderson  
K. Anderson  
A. O'Hara-Stephenson  
L. Rankin  
K. Rose

Staff Present: J. Lackey, left at 10:54 a.m.  
R. Osmond, left at 10:41 a.m.  
S. Pihel, left at 10:54 a.m.  
L. Raftis

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### 1. Call to Order

The meeting was called to order at 10:03 a.m.

### 2. Disclosures of (Direct or Indirect) Pecuniary Interest

None.

### 3. Adoption of Minutes of Previous Meeting

Moved by L. Barnett

That the minutes of the following meetings are approved:

2022-05-06 Joint Accessibility Advisory Committee Minutes

2022-05-20 Joint Accessibility Advisory Committee Minutes

**Carried**

#### 3.1 2022-05-06 Joint Accessibility Advisory Committee Minutes

#### 3.2 2022-05-20 Joint Accessibility Advisory Committee Minutes

### 4. Presentations

**4.1 Jessica Kennedy, Township of East Garafraxa, Deputy Clerk, Carley Dixon, Township Engineer, R.J. Burnside and Associates Limited, Rayburn Meadows Playground Replacement Options**

Carley Dixon, Township Engineer, R.J. Burnside and Associates Limited provided a presentation to the committee detailing three options for the proposed Rayburn Meadows playground replacement. The committee discussed the options presented and the most preferred option was option two. The committee suggested constructing a ramp to the playground, a hard surface to the see saw equipment, moving the music equipment to ground level, and choosing colourful equipment.

**4.2 Wendy Cook, Resident, Construction of Parks in Dufferin County**

Wendy Cook, Resident spoke to increasing community involvement when new parks are being constructed within Dufferin County. Ms. Cook spoke to previous projects, transparency with municipalities, and asked that families with children with disabilities are involved in the process in order to create equal representation in the community. Raymond Osmond, General Manager, Community Services spoke to community engagement with past projects and changes that were made due to input provided by residents. Mr. Osmond acknowledged that the Town can always do better with community engagement.

**5. Items for Discussion and Reports**

**5.1 Transit Route Diversion**

Mike Gravelle spoke to his concerns with the current blue route diversion due to the construction on Centennial Road. John Lackey, Manager, Transportation and Development, Infrastructure Services advised the committee that the current route diversion is in compliance with the Ontario Traffic Manual and Highway Traffic Act and construction should be completed by September. Mr. Lackey spoke to the Town's commitment on making Orangeville Transit as safe as possible, alternative routing, and that the current route is the safest option at this time. Mr. Lackey advised the committee that the Town has been in contact with First Canada regarding this concern and plan to make improvements as necessary.

**5.2 Transit Terminal**

John Lackey, Manager, Transportation and Development, Infrastructure Services advised the committee that the proposed transit terminal would be constructed between Centre Street and Dawson Road. The construction of this project is proposed for this fall and will move very quickly.

**5.3 Public Swim Sponsorship**

Moved by P. Charbonneau

That the Committee sponsor six public swims during the month of June for Recreation and Parks.

**Carried**

**5.4 2022 Accessibility Champion Award**

Councillor Post advised the committee that the awards were presented at the beginning of this week.

**5.5 Hand Rails**

No update.

**5.6 Stop Gap Ramps**

No update.

**5.7 Town of Orangeville Accessibility By-law Review**

No update. Councillor Post advised the committee that this item will be added to the 2023 workplan.

**5.8 Tip of the Month**

That the tip of the month for June is:

June is brain injury awareness month. It is estimated that thousands of Canadians incur a traumatic brain injury each year the majority being young adults. Visit [www.braininjurycanada.ca](http://www.braininjurycanada.ca) to learn more.

Moved by T. Lewis

**Carried**

**6. Correspondence**

None.

**7. New Business**

Lindsay Raftis, Records Co-ordinator advised the committee that after the new term of Council this fall, the application process will be advertised in the paper, on social media and the Town website.

**8. Date of Next Meeting**

To be determined.

**9. Adjournment**

The meeting was adjourned at 11:01 a.m.



## Minutes of the Official Plan Steering Committee

June 9, 2022, 5:00 p.m.

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

Members Present: L. Addy  
J. Jackson  
M. Rowley  
W. Edwards  
P. Janssen  
G. Peters, Councillor  
T. Taylor, Councillor  
R. Hough

Members Absent: J. Bertrand

Staff Present: B. Ward, Manager of Planning  
L. Russell, Senior Planner  
B. Carmount, Administrative Assistant, Building and Planning

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### 1. Call to Order

Chair Hough called the meeting to order at 5:02 p.m.

### 2. Disclosures of (Direct or Indirect) Pecuniary Interest

None.

### 3. Adoption of Minutes of Previous Meeting

Moved by Chair Hough.

That the minutes of the following meeting are approved:

**Carried**

### 4. Presentations

#### 4.1 Staff Presentation - Community Culture

Brandon Ward, Manager of Planning, made a presentation on community culture. The committee discussed the presentation. Brandon Ward, Manager of Planning and Larysa Russell answered questions about the presentation.

### 5. Items for Discussion and Reports

#### 5.1 Housing & Services - Response to Comments from May 12, 2022 Meeting

Larysa Russell, Senior Planner, presented a report on Housing and Services discussion from the May 12th meeting. The committee discussed the presentation. Brandon Ward, Manager of Planning and Larysa Russell answered questions about the presentation.

**6. Correspondence**

None.

**7. New Business**

None.

**8. Date of Next Meeting**

The next meeting is scheduled for July 14, 2022 at 5:00 p.m.

**9. Adjournment**

The meeting was adjourned at 5:56 p.m.



## Minutes of Sustainable Orangeville

June 7, 2022, 7:00 p.m.

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

Members Present: M. Smith  
Councillor G. Peters  
T. Woods  
M. Whitcombe  
M. Rowley  
J. Lemon  
Miranda O'Connor

Members Absent: V. Nilsson  
A. Seagram  
C. McCabe

Staff Present: C. Cosgrove  
Tracy Barry

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### 1. Call to Order

7:04 p.m.

### 2. Disclosures of (Direct or Indirect) Pecuniary Interest

None

### 3. Adoption of Minutes of Previous Meeting

Moved by M. Rowley

That the minutes of the following meeting are approved: April 5, 2022

**Carried**

### 4. Presentations

#### 4.1 Presentation by Sustainability Co-ordinator, Kate Thomson

Kate Thomson - Sustainability Co-ordinator for the Town of Orangeville presented a slide presentation providing her background and role as Sustainability Coordinator and Corporate Climate Change Plan and Sustainable Neighbourhood Action Plan. Kate Thomson has asked the Committee to review SNAP Municipal Lead Updates.

### 5. Items for Discussion and Reports

#### 5.1 Sub-Committee Updates



#### **5.1.1 Waste Sub-Committee**

None

#### **5.1.2 Communities in Bloom**

Non-competitive judging July 12-14. Committee to send email to Chair Peters and T. Barry suggesting areas to include in the tour i.e. sustainable areas, notable features around the Town, etc. It was suggested that the judges bike around Town to view the selected sites. Committee to discuss in more detail at next meeting. Once agenda has been drafted it will be circulated.

Best Garden Selection - M. Smith, V. Nilsson, M. O'Connor have volunteered to judge the categories and applications should be in first week of July so that the Best Garden signs will be up for the judges to see July 13. T. Barry to reach out to Sheila Duncan about promoting the event and speak to Evan Sepa about setting up the GIS link to sign up for the contest.

#### **5.1.3 Active Transportation**

Ride to Market Day had a relatively good attendance with approximately 32-33 participants (a lot of families) who all received the goody bags. For next year may rethink different ways for people to win prizes as the request for people to post to the social media sites did not get a lot of entries. There was a lot of positive feedback received. The Committee should make a presentation to Kate Thomson so that she is aware of what things Sustainable Orangeville does, including bike maps/ride to market, etc.

#### **5.1.4 Urban Harvest**

M. Rowley will send emails out in June to see what volunteers will be returning and email to homeowners June/July notifying them that the Urban Harvest will be returning this year.

#### **5.1.5 Bat Boxes**

Four more boxes have been constructed and Kevin Barry has asked for input for locations. The Committee is to think about new locations, but have suggested pathway by Shoppers; Rotary Park, Dragonfly Park, land by old railway station, Quarry Drive, Orange Street by the playground, B Line has areas around Young Court the pond by ODSS. Chair Peters to reach out to Orangeville Hydro to see if they have any available/appropriate hydro poles that the bat boxes could be affixed to.

#### **5.1.6 Community Gardens**

C. Cosgrove advised that supplies have being provided to the community gardens. Chair Peters and J. Lemon to prepare an email to current plot users asking if anyone would be interested in being the new co-ordinator until such time as the Community Garden Policy is released.

### **5.2 Earth Week Storytime Book Purchase and Earth Week Recap**

Library staff purchased 5 books for Earth Week Storytime (Kate, Who Tamed the Wind; A Brief History of the Earth's Climate: Everyone's Guide to the Science of Climate Change; Jamilah at the End of the World; Don't

Be Trashy: A Practical Guide to Living with Less Waste and More Joy; The Regenerative Garden: 80 Practical Projects for Creating a Self-sustaining Garden Ecosystem). These books were on display during the Storytime reading. Cost of the book purchase was \$115.97.

Earth week - Andrew Welch gave an excellent presentation. In person bike repair clinic was very successful with eight participants and the local Rogers videographer filmed it and it will be broadcast on the station. M. Rowley would like to partner with Ecodocumentaries so that we can get the publicity for it. Bring this matter forward in early 2023 to them to use their knowledge and how to organize, set up. etc. Committee would like to start publicizing earlier for this event for 2023 to ensure greater participation.

**5.3 Austin Lethbridge (Starbucks)**

Chair Peters will provide a further update on this issue.

**5.4 Bike Tent for Ribfest - July 15 -17, 2022**

Rotary spoke to Chair Peters and J. Lemon with respect to a tent for participants to store their bikes during Ribfest (July 15 - 17). J. Lemon can provide the tent and locking bar (or alternative locking apparatus). Volunteers are needed to watch over the bikes (M. Whitcombe volunteered for a time block).

**6. Correspondence**

**6.1 Use of Corporate Resources During an Election**

**7. New Business**

**7.1 Community Bike Ride - June 25, 2022**

Kate Thomson will be setting up a table and tent at Town Hall, and if any Committee members would like to join her they are to send an email to Chair Peters and T. Barry. Kylie-Anne Grube has proposed having a station at the community gardens as well as Town Hall. Chair Peters will send an email to Sylvia Bradley asking if she would like to volunteer at the community gardens for this event.

**7.2 Orangeville History Project - History of Local Forests**

Chair Peters discussed local author Nancy Early's book on Orangeville's Local Forests. Nancy Early is looking for sponsorship/donation for the publication and is looking for saplings to hand out with the book. T. Barry to send the draft book out to the Committee.

**7.3 Waste-Free Events**

J. Lemon asked if a policy could be implemented to mandate waste-free events going forward.

Moved by J. Lemon

Motion to request Town of Orangeville develop and implement a Town-Wide events policy that would mandate waste-free events.

**Carried**

**7.4 Urban Meadows**

M. Rowley brought forward an idea to plant colourful wildflowers or whatever is native to the region around certain green spaces in Town. M. Rowley and M. Whitcombe will discuss this initiative and other potential options including Blooming Boulevards. C. Cosgrove advises that this would have to be presented to Council and then Council would give direction to Community Services Department.

**7.5 Hutchinson**

Volunteers have completed the first section and now working on the second section, but they need more cardboard to lay down. J. Lemon said he may be able to provide some. They are also looking for volunteers in June (M. Whitcombe volunteered to assist)

**7.6 McCannell Highway 10 Entrance**

C. Cosgrove to reach out to the Parks Department to see if what work has been done and what is scheduled to be done around the entrance sign and Kevin Barry will be asked to provide a brief update for next meeting.

**8. Date of Next Meeting**

July 5, 2022 at 7:00 p.m.

**9. Adjournment**

Meeting adjourned at 8:37 p.m.



## **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): Green Stream between Her Majesty the Queen in right of the Province of Ontario Represented by the Minister of Infrastructure 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 Infrastructure for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): Green 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): Green Stream ("Agreement") between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Infrastructure 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 8<sup>th</sup> day of August, 2022

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Sandy Brown, Mayor

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Carolina Khan, Clerk



## **The Corporation of the Town of Orangeville**

### **By-law Number**

#### **A by-law to amend Traffic Bylaw 78-2005, to establish a stop sign on College Avenue at Fieldgate and Spencer Avenue at Abbey Road and Cornwall Gate**

Whereas the Municipal Act, S.O. 2001, c25, S.11 authorizes a municipality to pass bylaws respecting matters within the jurisdiction of highways including traffic and parking on highways;

And whereas Council deems it expedient to amend By-law No. 78-2005, as amended;

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

1. That Schedule "E" (stop sign intersections) of By-law 78-2005 be amended by adding the following:

#### **Column 1**

#### **Column 2**

#### **Intersection**

#### **Facing Traffic**

Spencer Avenue at Alder  
Street/Cornwall Gate

East Bound and West Bound on Spencer  
Avenue

College Avenue at Fieldgate

East Bound and West Bound on College  
Avenue

Read three times and finally passed this 8<sup>th</sup> day of August, 2022.

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Sandy Brown, Mayor

---

Carolina Khan, Clerk



## **The Corporation of the Town of Orangeville**

### **By-law Number**

#### **A by-law to authorize the entering into and execution of an agreement with the County of Dufferin for the delivery of 9-1-1 services**

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

And whereas Council deems it expedient to enter into an agreement with the County of Dufferin for the delivery of 9-1-1 services.

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

1. That Council authorize the entering into and execution of an agreement with the County of Dufferin for the delivery of 9-1-1 services.

Read three times and finally passed in open Council this 8<sup>th</sup> day of August, 2022

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Sandy Brown, Mayor

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Carolina Khan, Clerk



## **The Corporation of the Town of Orangeville**

### **By-law Number**

#### **A by-law to authorize the extension of the agreement with Mel's Skate Shop (Skate Sharpening Services – Alder Street Recreation Centre)**

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

And whereas Council authorizes an extension of skate sharpening services at the Alder Street Recreation Centre, expiring on April 30, 2023.

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

1. That the Mayor and Clerk are hereby authorized to execute an agreement with Mel's Skate Shop relating to skate sharpening services at Alder Street Recreation Centre and any other documents required to finalize the transaction on behalf of The Corporation of the Town of Orangeville.

Read three times and finally passed in open Council this 8<sup>th</sup> day of August, 2022

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Sandy Brown, Mayor

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Carolina Khan, Clerk





## **The Corporation of the Town of Orangeville**

### **By-law Number 2022**

#### **A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its closed and regular Council Meeting held on August 8, 2022**

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 closed and regular Council Meeting held on August 8, 2022, 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.

Read three times and finally passed this 8th day of August, 2022.

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Sandy Brown, Mayor

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Carolina Khan, Clerk