



## **Agenda Council Meeting**

**Monday, November 28, 2022, 7:00 p.m.**

**Electronic and In-Person Participation - Council**

**The Corporation of the Town of Orangeville**

**(Mayor and Clerk at Town Hall - 87 Broadway)**

**Orangeville, Ontario**

### **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 their request to speak to a matter listed on the agenda. There will be an option to provide comments to Council either in person or virtually. Correspondence submitted will be considered public information and entered into the public record.

Members of the public wishing to view the Council meeting or raise a question during the public question period will have the option to attend in-person in Council Chambers, located at Town Hall, 87 Broadway, Orangeville; or by calling 1-289-801-5774 and entering Conference ID: 825 414 097#. The Council meeting will also be livestreamed, for members of the public that wish to view the meeting online, please visit: <https://www.youtube.com/c/OrangevilleCouncil>

### **Accessibility Accommodations**

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### **Pages**

- 1. Call To Order**
- 2. Approval of Agenda**  
Recommendations:  
That the agenda and any addendums for the November 28, 2022 Council Meeting, be approved.
- 3. Disclosure of (Direct and Indirect) Pecuniary Interest**
- 4. Closed Meeting**  
None.
- 5. Open Meeting - 7:00 p.m.**
- 6. Singing of National Anthem**
- 7. Land Acknowledgement**  
We would like to acknowledge the traditional territory of the Anishinaabe people

including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.

**8. Announcements by Chair**

This meeting is being aired on public television and/or streamed live and may be taped for later public broadcast or webcast.

Your name is part of the public record and will be included in the minutes of this meeting.

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**

None.

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

Recommendations:

That the minutes of the following meeting be approved:

**10.1. 2022-09-26 Council Meeting Minutes** 5 - 12

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

**11.1. Debbie Egerton, DCCRC Chair and Suzy Kies, Funding Consultant, Dufferin County Cultural Resource Circle, Request for Use of Train Station and an Expansion**

**12. Staff Reports**

**12.1. Visitor Services Agreement, CMS-2022-027** 13 - 31

Recommendations:

That report CMS-2022-027, Visitor Services Agreement, be received;

And that Council authorize the Mayor and Clerk to sign the Agreement between the Corporation of the Town of Orangeville and Theatre Orangeville for the delivery of visitor services for the period of January 1, 2023 to December 31, 2027.

**12.2. Opera House Management & Cultural Initiatives Agreement, CMS-2022-028** 32 - 47

Recommendations:

That report CMS-2022-028, Opera House Management & Cultural Initiatives Agreement, be received;

And that Council authorize the Mayor and Clerk to sign the Opera House Management & Cultural Initiatives Agreement for the period of January 1, 2023 to December 31, 2024 as outlined in Attachment 1.

**12.3. 5 Henry Street, Consent Agreement Execution, File No. B-04/21, INS-2022-056** 48 - 58

Recommendations:

That Report INS-2022-055, 5 Henry Street, Consent Agreement

Execution, File No. B-04/21, be received;

And that Council pass a By-law included as Attachment No. 1 to this report, to authorize the execution of a consent agreement, to implement the Ontario Land Tribunal's conditions of approval for this consent application.

**13. Correspondence**

Recommendations:

That the following correspondence be received:

13.1.	Minister Steve Clark, Ministry of Municipal Affairs and Housing, Message of Congratulations	59 - 59
13.2.	Minister Steve Clark, Ministry of Municipal Affairs and Housing, More Homes Built Faster	60 - 60
13.3.	RLB LLP, Chartered Professional Accountants, Pre-audit Communication Letter	61 - 65
13.4.	Mike Nigro and Leticia Siasat, Request to Keep Barriers Up at College Ave and Hansen Boulevard	66 - 66
13.5.	County of Dufferin, Notice of Decision, Amendment 9 to the Official Plan for the Township of East Garafraxa	67 - 68
13.6.	County of Dufferin, Notice of Decision, Amendment 4 to the Official Plan for the Township of Mulmur	69 - 71
13.7.	County of Dufferin, Primrose Elementary School	72 - 73
13.8.	Township of Mulmur, Primrose Elementary School	74 - 74
13.9.	Township of East Garafraxa, Strong Mayors, Building Homes Act	75 - 77

**14. Committee/Board Minutes**

Recommendations:

That the minutes of the following meetings be received:

14.1.	2022-08-03 Committee of Adjustment Minutes	78 - 80
14.2.	2022-10-05 Committee of Adjustment Minutes	81 - 82
14.3.	2022-04-19 Official Plan Steering Committee Minutes	83 - 84
14.4.	2022-08-18 Official Plan Steering Committee Minutes	85 - 86
14.5.	2022-02-17 Orangeville BIA Minutes	87 - 87
14.6.	2022-03-17 Orangeville BIA Minutes	88 - 88
14.7.	2022-05-19 Orangeville BIA Minutes	89 - 90
14.8.	2022-06-16 Orangeville BIA Minutes	91 - 92
14.9.	2022-07-21 Orangeville BIA Minutes	93 - 94
14.10.	2022-09-15 Orangeville BIA Minutes	95 - 96
14.11.	2022-10-20 Orangeville BIA Minutes	97 - 97
14.12.	2022-06-22 Orangeville Public Library Board Minutes	98 - 100

14.13.	2022-08-31 Orangeville Public Library Board Minutes	101 - 104
14.14.	2022-09-20 Orangeville Police Services Board Minutes	105 - 118
15.	Notice of Motion Prior to Meeting	
16.	Notice of Motion at Meeting	
17.	New Business	
18.	Question Period	
	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.	
19.	By-Laws	
	Recommendations:	
	That the by-laws listed below be read three times and finally passed:	
19.1.	A by-law to authorize the entering into and execution of a visitor services agreement with Theatre Orangeville	119 - 119
19.2.	A by-law to authorize the entering into and execution of an Opera House Management and Cultural Initiative agreement with Theatre Orangeville	120 - 120
19.3.	A by-law to authorize a Consent Agreement with Eric Merle Calder - 5 Henry Street	121 - 127
19.4.	A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular Council Meeting held on November 28, 2022	128 - 128
20.	Adjournment	
	Recommendations:	
	That the meeting be adjourned.	





## **Council Meeting Minutes**

**September 26, 2022, 7:00 p.m.**

**Electronic Meeting**

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

Members Present: Mayor S. Brown  
Deputy Mayor A. Macintosh  
Councillor J. Andrews  
Councillor G. Peters  
Councillor L. Post  
Councillor D. Sherwood  
Councillor T. Taylor

Staff Present: D. Fraser, CEO, Library  
J. Hawkins, System Administrator  
C. Khan, Clerk  
T. Kocialek, General Manager, Infrastructure Services  
K. Landry, Clerk's Division  
T. Macdonald, Deputy Clerk  
A. McKinney, General Manager, Corporate Services  
R. Osmond, Acting CAO  
L. Raftis, Assistant Clerk  
N. Syed, Treasurer  
K. Thomson, Sustainability Co-ordinator

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

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

### **2. Approval of Agenda**

### **Resolution 2022-331**

Moved by Councillor Sherwood  
Seconded by Councillor Andrews

That the agenda and any addendums for the September 26, 2022 Council Meeting, be approved.

**Carried**

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

None.

#### **4. Closed Meeting**

None.

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

#### **6. Singing of National Anthem**

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

#### **7. Land Acknowledgement**

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

#### **8. Announcements by Chair**

Mayor Brown advised the gallery and viewing audience with respect to the public nature of Council Meetings and that it is webcast. Mayor Brown also provided instructions with respect to muting and unmuting during the meeting.

Mayor Brown thanked Council for a positive last four years and spoke to the pleasure of working senior management and all Town staff. Mayor Brown provided a recap of the work accomplished over the last term, addressing the drinking water, OPP costing review, COVID-19, Long-Term Care, the new Fire Hall and Emergency Operations Centre, Orangeville Brampton Railway, budgets, public transit, Sustainable Orangeville, sewage treatment plant, fibre internet, supporting skilled trades, men's homelessness, housing and residential development, updating of Town By-laws, improving the downtown core, traffic safety, upgrading parks and recreation, digital transformation, and the transformation of the Jean Hamlyn Day Care Centre.

**9. Rise and Report**

None.

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

**Resolution 2022-332**

Moved by Deputy Mayor Macintosh

Seconded by Councillor Andrews

That the minutes of the following meetings be approved:

2022-09-12 Council Meeting Minutes

2022-09-12 Closed Council Meeting Minutes

**Carried**

**10.1 2022-09-12 Council Meeting Minutes**

**10.2 2022-09-12 Closed Council Meeting Minutes**

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

**11.1 Raymond Osmond, Acting CAO, Message to Council**

Raymond Osmond, Acting CAO thanked Council for their service over the last four years. Mr. Osmond wished all members luck in their future endeavors. Mr. Osmond spoke to the accomplishments of Council and thanked their families for their support throughout the 2018-2022 term.

**11.2 Heather Hayes, Orangeville Food Bank, Hunger Awareness Month**

Heather Hayes, Orangeville Food Bank thanked Council for their service and provided a presentation regarding Hunger Awareness Month. Ms. Hayes spoke to various items relating to hunger awareness. Ms. Hayes asked Council to consider adding the Orangeville Food Bank into their upcoming budget.

**11.3 Bill Rea, Orangeville Library Board Chair and Darla Fraser, CEO, Orangeville Library, Orangeville Public Library Strategic Plan and Rebranding**

Bill Rea, Library Board Chair provided an overview of the Orangeville Public Library Strategic Plan and Rebranding presentation. Sheri Marks, Orangeville Library Board spoke to the library's vision, new logo, strategic

directions, and plan to develop new services. Darla Fraser, CEO of the Orangeville Public Library answered questions from Council.

## **12. Staff Reports**

### **12.1 Lease Extension Highlands Youth for Christ, CMS-2022-023**

#### **Resolution 2022-333**

Moved by Councillor Peters

Seconded by Councillor Taylor

**That Report CMS-2022-023, Lease Extension Highlands Youth for Christ, be received;**

**And that Council direct staff to extend the Lease Agreement with the Corporation of the Town of Orangeville and Highlands Youth for Christ for an additional five (5) year term;**

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

**Carried**

### **12.2 Regulatory By-law Review Work Plan, CPS-2022-064**

#### **Resolution 2022-334**

Moved by Councillor Post

Seconded by Councillor Andrews

**That report CPS-2022-064, Regulatory By-law Review Work Plan, be received;**

**And that staff continue with the completion of the following by-laws in 2023:**

**Parks and Special Events**

**Tow Truck Licensing (review)**

**Animals**

**Hens Pilot Program**

**Lawn Watering**

**Traffic including Encumbering Highway, Road Occupancy, Sale of Goods, Montgomery Village, Fouling of a Highway\***

**Topsoil Removal**

**Discharge of Water into Sanitary and Storm Sewer;**

**And that staff submit a Service Level Change (SLC) request for the review of additional regulatory by-laws in 2023 for consideration by Council.**

**Carried**

**12.3 Council Tasks, CPS-2022-068**

**Resolution 2022-335**

Moved by Deputy Mayor Macintosh

Seconded by Councillor Sherwood

**That report CPS-2022-068, Council Tasks, be received.**

**Carried**

**12.4 Sustainable Neighbourhood Action Plan Progress Report 2022, INS-2022-059**

**Resolution 2022-336**

Moved by Councillor Peters

Seconded by Councillor Taylor

**That the next Sustainable Neighbourhood Action Plan Progress Report be presented to Council in Q4 of 2024.**

**Carried**

**Resolution 2022-337**

Moved by Councillor Peters

Seconded by Councillor Taylor

**That report INS-2022-059, Sustainable Neighbourhood Action Plan Progress Report 2022, be received.**

**Carried**

**12.5 Hansen Boulevard Creek Crossing Construction Update, INS-2022-060**

**Resolution 2022-338**

Moved by Councillor Taylor

Seconded by Councillor Andrews

**That report INS-2022-060, Hansen Boulevard Creek Crossing Construction Update, be received.**

**Carried**

**13. Correspondence**

**Resolution 2022-339**

Moved by Councillor Taylor

Seconded by Councillor Post

That the following correspondence be received:

County of Dufferin, Draven Alert

County of Dufferin, Land Acknowledgements

Michelyne and John Ambrus, College Avenue and Hansen Barrier

Town of Grand Valley, Support Resolution Regarding Impacts of Climate Change in Mulmur

Town of Grand Valley, Support Resolution Regarding Shortage of Physicians

**Carried**

**13.1 County of Dufferin, Draven Alert**

**13.2 County of Dufferin, Land Acknowledgements**

**13.3 Michelyne and John Ambrus, College Avenue and Hansen Barrier**

**13.4 Town of Grand Valley, Support Resolution Regarding Impacts of Climate Change in Mulmur**

**13.5 Town of Grand Valley, Support Resolution Regarding Shortage of Physicians**

**14. Committee/Board Minutes**

## **Resolution 2022-340**

Moved by Councillor Sherwood

Seconded by Councillor Peters

That the minutes of the following meetings be received:

2022-07-05 Sustainable Orangeville Minutes

2022-07-26 Heritage Orangeville Minutes

**Carried**

### **14.1 2022-07-05 Sustainable Orangeville Minutes**

### **14.2 2022-07-26 Heritage Orangeville Minutes**

## **15. Notice of Motion Prior to Meeting**

None.

## **16. Notice of Motion at Meeting**

Councillor Post spoke to the location of the stop sign at Alder Street and Sherwood Street and suggested moving the stop sign to Alder Street and Glengarry Road.

Note: Staff to review and report back to Council in the new term.

## **17. New Business**

Councillor Andrews expressed condolences for the passing of John Gillies.

Deputy Mayor Macintosh and Councillors respectively made end of term remarks, noted accomplishments, and thanked staff and respective members of Council for their service.

Raymond Osmond, Acting CAO thanked Andrea McKinney for her service to the Town, and spoke to the accomplishments during her tenure.

## **18. Question Period**

None.

## **19. By-Laws**

### **Resolution 2022-341**

Moved by Councillor Post

Seconded by Councillor Andrews

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

A by-law to establish a Joint Compliance Audit Committee

A by-law to authorize the extension of the service agreement with Highlands Youth for Christ

A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular Council Meeting held on September 26, 2022.

**Carried**

**19.1 A by-law to establish a Joint Compliance Audit Committee**

**19.2 A by-law to authorize the extension of the service agreement with Highlands Youth for Christ**

**19.3 A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular Council Meeting held on September 26, 2022**

**20. Adjournment**

**Resolution 2022-342**

Moved by Councillor Taylor

Seconded by Deputy Mayor Macintosh

That the meeting be adjourned at 8:22 p.m.

**Carried**

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Lisa Post, Mayor

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Carolina Khan, Clerk



**Subject: Visitor Services Agreement**

**Department: Community Services**

**Division: Economic Development**

**Report #: CMS-2022-027**

**Meeting Date: 2022-11-28**

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### **Recommendations**

**That report CMS-2022-027 dated November 28, 2022 regarding the Visitor Services Agreement be received;**

**And that Council authorize the Mayor and Clerk to sign the Agreement between the Corporation of the Town of Orangeville and Theatre Orangeville for the delivery of visitor services for the period of January 1, 2023 to December 31, 2027.**

### **Background and Analysis**

Since 2012, the Town of Orangeville (the Town) has entered into a series of agreements with Theatre Orangeville for the delivery of visitor services on its behalf. The current agreement was established for the period commencing January 1, 2018 and will expire on December 31, 2022.

Theatre Orangeville staff provide visitor services primarily from the Orangeville Visitor Information Centre located at 200 Lakeview Court (lower level). With the exception of select holidays and some minor reductions in hours during the winter months, the Centre operates seven days per week for approximately 50 hours per week (hours of operation outlined in Attachment 1 - Schedule A to Agreement).

Under the terms of the existing agreement, Theatre Orangeville operates the Visitor Information Centre by responding to walk-in, telephone and electronic inquiries about tourism attractions, businesses and services. Visitor Services staff also conduct outreach and distribute information and materials throughout Ontario about tourism offerings in the community, work with the Town and the Orangeville BIA to undertake

special tourism initiatives, share materials designed to support and prolong visits to the community, and maintain statistics and demographics related to visitor services. Visitor Services and Town staff communicate frequently to share ideas and provide visitor related information as needed.

In return for these services, the Town provides an annual contribution for the administration and staffing costs associated with offering the centre. The 2018 – 2022 Agreement incorporated a rate increase of 2% per year for the duration of the agreement to reflect actual ongoing operational costs associated with visitor service delivery, including annual COLA adjustments. Applying an annual increase better reflects actual costs of visitor service delivery and the creation of a five-year agreement is in keeping with the Town's longer-term budgeting processes.

Building on the existing agreement, staff recommends that the same terms be built into the 2023-2027 agreement. This would mean that the 2022 contribution of \$53,791 would be increased by 2% for a total 2023 contribution of \$54,867, and then increase by 2% annually from 2024-2027.

Theatre Orangeville has been thorough in its delivery of all components of the Visitor Services agreement and has provided outstanding customer service on the Town's behalf. The agreement offers good value for the Town's financial contribution.

A draft agreement for the continued delivery of Visitor Services for the period of January 1, 2023 to December 31, 2027 can be reviewed in Attachment 1 to this report.

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## **Strategic Alignment**

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

Priority Area: Economic Vitality

Objective: Stimulate tourism and cultural development

### **Sustainable Neighbourhood Action Plan**

Theme: Economic Development and Culture

Strategy: Bolster tourism opportunities that support a healthy economy

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## **Notice Provisions**

N/A

**Financial Impact**

Renewal of the Visitor Services Agreement with Theatre Orangeville will result in a 2023 contribution of \$54,867 under the Economic Development – Visitor Services budget line and in an annual increase of 2% from 2024 to 2027.

Respectfully submitted

Ray Osmond,  
General Manager/Acting CAO,  
Community Services

Prepared by

Ruth Phillips,  
Manager,  
Economic Development & Culture

**Attachment(s):** Visitor Services Agreement

**Attachment 1 – CMS-2022-027**

**Visitor Services Agreement**

Between:

**The Corporation of The Town of Orangeville**  
(hereinafter called the “Town”)

and

**Theatre Orangeville**

WHEREAS the Town is a municipal corporation pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

AND WHEREAS the Town owns the property municipally known as 200 Lakeview Court, Town of Orangeville, County of Dufferin;

AND WHEREAS the Town may pass by-laws with respect to economic development services of the Town;

AND WHEREAS the Town has created a facility known as the Orangeville Visitor Information Centre (hereinafter called the “Tourism Centre”) located on the 1<sup>st</sup> floor of 200 Lakeview Court, to provide economic development services by offering visitor information services for the Town;

AND WHEREAS and the Town requires an agent to deliver visitor information services at the Tourism Centre;

AND WHEREAS Theatre Orangeville is a not-for-profit corporation incorporated pursuant to the laws of the Province of Ontario and is an established tourism partner of the Town, having managed the Town’s Opera House and participated in joint marketing initiatives with the Town and the Orangeville Business Improvement Area (BIA) which support the Town’s arts, culture and tourism initiatives;

AND WHEREAS an agreement between the Town and Theatre Orangeville to have Theatre Orangeville administer visitor information services at the Tourism Centre expires on December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville desire to continue having Theatre Orangeville provide visitor information services at the Tourism Centre after December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville are committed to ensuring that visitors are provided with excellent customer service to support the economic and tourism development of the community;

NOW THEREFORE this agreement witnesses that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each the Town and Theatre Orangeville (hereinafter each referred to as a “party” and collectively referred to as the “parties”) to the other and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties do hereby covenant and agree as follows:

1. The parties agree that the recitals above are true and form part of this agreement.
2. Theatre Orangeville shall provide the following services at the Tourism Centre on behalf of the Town, in accordance with this agreement:
  - a) Operate and administer the Tourism Centre to support the Town’s tourism-related plans and initiatives as revised from time to time;
  - b) Operate the Tourism Centre during the hours of operation outlined in Schedule “A” as attached hereto;
  - c) Respond to walk-in, electronic and telephone inquiries to the Tourism Centre about tourism attractions, businesses, and services;
  - d) Attend to and respond to a dedicated visitor services phone number, toll-free number and email address for the Tourism Centre;
  - e) Collect, maintain and distribute information and materials concerning attractions, businesses and services in Orangeville for the purposes of tourism and Town promotion at the Tourism Centre;
  - f) Ensure all visitor services staff are well trained in the tourism offerings in the community; and
  - g) Track visitor inquiries to the Tourism Centre and submit monthly visitor services activity reports to the Town which include the following: number, type (walk-in, phone, email) and origin of visitor inquiries, purpose of inquiry, referral(s) made, number of guided tours conducted and audience numbers for tours, and an overview of all promotional initiatives and tourism-related activities undertaken; and
  - h) Complete online Visitor Information Centre Survey with willing contacts/visitors to the centre to obtain demographic information that can be used for future planning.
3. Theatre Orangeville shall contact other Visitor Information Centres outside of the Town of Orangeville to seek agreements for brochure exchange arrangements and shall distribute Town-supplied tourism materials to such Visitor Information Centres in agreement.
4. Theatre Orangeville shall work with the Town and the Orangeville BIA to undertake special tourism initiatives that support the Town’s tourism-related plans and initiatives, as revised from time to time, including but not limited to providing support for the organization of special events, collecting tourism images to be used for marketing and promotion purposes, and assisting with special projects.

5. Prior to providing any services pursuant to this agreement, all Theatre Orangeville Visitor Services staff must be properly trained to skillfully, professionally and effectively carry out the duties outlined in this agreement. Managers of Theatre Orangeville are responsible for staff training, and any training support or guidance requests shall be made to the Town.
6. The parties acknowledge that all servants, directors, officers, board members or volunteers of Theatre Orangeville are not employees, officers or directors of the Town by virtue of carrying out the duties outlined in this agreement or anything ancillary hereto.
7. The parties acknowledge and agree that Theatre Orangeville is being contracted as an independent contractor to provide the services outlined in this agreement.
8. Theatre Orangeville shall:
  - a) submit to the Town a completed Town Health and Safety Contractor Package to the Town's satisfaction prior to the commencement of the term of the agreement;
  - b) follow all of the Town's Health and Safety Contractor Requirements to the Town's satisfaction during the performance of its obligations pursuant to this agreement;
  - c) ensure compliance with all health and safety legislation as stipulated under the Occupational Health and Safety Act, the Industrial Establishment Regulations and any other federal, provincial or municipal health and safety requirements that apply to the type of work undertaken in the performance of its obligations pursuant to this agreement;
  - d) ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*;
  - e) comply with all applicable municipal, provincial or federal by-laws, legislation, regulations or orders of any governmental authority or court having jurisdiction; and
  - f) comply with all applicable Town policies of which it has been notified in writing.
9. Theatre Orangeville staff shall perform light housekeeping duties in the reception, public washroom and boardroom areas of the Tourism Centre as required to ensure a high public standard between the professional cleanings that will be arranged by the Town.
10. (1) As a condition of this agreement, Theater Orangeville shall obtain and maintain at its own expense a general liability insurance policy issued by an insurance company authorized by law to carry on business in the Province of Ontario, which shall remain in full force and effect throughout the term of this agreement, providing for, without limitation, coverage for personal injury, public

liability, property damage and non-owned automobile liability coverage. Such policy shall:

- a) have inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
- b) contain a cross-liability clause endorsement and severability of interest clause of standard wording;
- c) name the Town as an additional insured with respect to any claim arising out of the obligations under this agreement.
- d) be endorsed to provide that the policy shall not be cancelled or allowed to lapse without 30 days' prior written notice to the parties.

(2) Theatre Orangeville covenants not to do anything, omit to do anything, or permit anything else to be done, or omitted to be done, which will invalidate, adversely affect or limit any insurance policy referred to herein.

(3) Theatre Orangeville shall provide a certificate of insurance satisfactory to the Town evidencing the policy of insurance required in this agreement upon the commencement of this agreement and every year thereafter. Additionally, Theatre Orangeville shall provide a certificate of insurance within five (5) business days (a "business day" being defined as a day that the Town offices at 87 Broadway, Orangeville are open for business) of any request from the Town for same.

(4) The Town maintains the right to request that the limit of the policy be increased and to amend the insurance requirements from time to time as may be reasonable in the circumstances.

### **Funding**

11. Town staff shall prepare an annual budget for the provision of services and related expenses for the operation of the Tourism Centre. The budget shall be presented to Town Council for consideration.

12. The parties acknowledge that the Town has requested funding approval from Town Council for the Tourism Centre budget in the amount of \$54,867 for 2023 as outlined in Schedule "B" attached hereto, which request is subject to approval by Council in its sole unfettered discretion.

13. It is the present, non-binding intention of Town staff to request from Town Council an increase of 2% per year over the approved 2023 budget for the Tourism Centre funding for the years 2024 to 2027 inclusive. Should minimum wage increases as established by the Province of Ontario under the Employment Standards Act exceed 2%, adjustments to reflect the minimum wage rates will be incorporated to the next annual budget with any retroactive adjustments included.

14. Every quarter of the calendar year, Theatre Orangeville shall invoice the Town for its services rendered and expenses incurred for its Tourism Centre services in accordance with Town's approved Theatre Orangeville budget

provided for in this agreement. The Town shall pay the invoices of Theatre Orangeville up to the annual funding approved by Town Council with respect to the Tourism Centre for a particular year.

15. Theatre Orangeville shall expend the funds received by the Town for the operation of the Tourism Centre to pay for wages of Theatre Orangeville staff, statutory employer payments, and expenses as set out in the annual budget for the Tourism Centre, as approved by Town Council.

16. It is agreed that Theatre Orangeville shall provide the tourism related services outlined in this agreement on behalf of the Town subject to the Town approving the funding as proposed herein.

### **Tourism Centre facilities**

17. The Town shall provide approximately 800 sq. ft. of dedicated office and storage space for use by Theatre Orangeville within the Tourism Centre, including 2 enclosed offices, 2 open work stations (accommodating 4 staff) and a storage room, in addition to space for visitor services activities. The Town maintains the right, at its cost, to change the location of these facilities within 200 Lakeview Court, Town of Orangeville.

18. The Town shall provide access to shared/public washrooms, a shared boardroom (to be booked using the Town's room booking processes), and a shared kitchenette in the Tourism Centre for use by Theatre Orangeville staff while performing their duties pursuant to this agreement.

19. The Town shall assume responsibility for the provision and maintenance of furniture for the boardroom, kitchenette and reception area of the Tourism Centre.

20. The Town covenants to do the following with respect to the Tourism Centre facilities:

- a) assume contractual and financial responsibility for the cleaning and maintenance, which shall be an in-kind contribution to Theatre Orangeville;
- b) maintain a comfortable level of heating and air conditioning;
- c) maintain exterior grounds of the Tourism Centre including landscaping, gardening and snow clearing;
- d) assume responsibility for major repairs and maintenance to the Tourism Centre, including, but not limited to such items as heating, air conditioning, carpeting/tiling, electrical, structural, painting, etc.
- e) obtain and maintain such insurance coverage for the Tourism Centre as the Town deems appropriate.

21. The Town's Manager, Facilities and Parks is hereby designated to oversee the maintenance of the Tourism Centre. Theatre Orangeville shall advise the Manager, Facilities and Parks for the Town of any Tourism Centre



maintenance required, with such requests to be made in writing in accordance with Schedule "C" attached hereto, immediately upon being aware of a required maintenance.

22. The Town shall respond to normal maintenance of the Tourism Centre as requested in writing to the Manager, Facilities and Parks for the Town pursuant to this agreement.

23. In addition to the funding for the Tourism Centre that shall be provided to Theatre Orangeville and other obligations outlined herein, the Town hereby covenants to provide the following in-kind contributions to Theatre Orangeville:

- a) IT services as provided by or on behalf of the Town;
- b) use of certain Town software;
- c) use of Town server licenses; and
- d) use of the Town phone system.

### **Project Managers**

24. The Town's Manager, Economic Development and Culture shall provide overall supervision of the progress and performance of this agreement by the Town. All Town obligations set forth in this agreement shall be performed by the Town under the overall supervision of the Manager, Economic Development and Culture or his/her designee. Theatre Orangeville shall contact the Town's Manager, Economic Development and Culture or his/her designee for all matters dealing with Town's obligations pursuant to this agreement, Town policies, funding, facilities, equipment and matters concerning other Town departments with respect to the Tourism Centre, save for the maintenance of the Tourism Centre.

25. Theatre Orangeville shall assign a general manager who shall have overall responsibility for the compliance of Theatre Orangeville with its obligations pursuant to this agreement. Theatre Orangeville shall notify the Town immediately in writing of any change to the person appointed as general manager. The general manager shall be responsible for overseeing that all covenants and obligations of Theatre Orangeville pursuant to this agreement are fulfilled. The general manager shall also be responsible for disseminating to appropriate Theatre Orangeville personnel all communication and information from the Town.

26. The parties covenant and agree to abide by the general provisions applicable to the parties regarding access and emergency protocols for the Tourism Centre are attached hereto as Schedule "C".

### **Event of Default**

27. The Town reserves the right to terminate this agreement upon such notice as provided for in the paragraphs below, if any, upon any of the following events occurring (hereinafter referred to as an "Event of Default"):

- a) immediately upon Theatre Orangeville becoming bankrupt or insolvent or making any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced for the dissolution, winding-up or other termination of Theatre Orangeville's existence;
- b) if Theatre Orangeville fails to observe, perform, or comply with any provision, condition or obligation required by this agreement and such failure continues for twenty (20) business days (a "business day" being a day that the Town offices at 87 Broadway, Orangeville are open for business) after notice of such failure and the demand for observance, performance or compliance shall have been given to Theatre Orangeville by the Town;
- c) if Theatre Orangeville committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Town's property at 200 Lakeview Court and the encumbrance is not deleted from title within twenty (20) days of it being registered thereon;
- d) immediately if Theatre Orangeville abandons use of the Tourism Centre;  
or
- e) immediately if Theatre Orangeville is convicted of any criminal charges laid against a person connected with Theatre Orangeville for fraud or theft.

28. Theatre Orangeville may terminate this agreement, at its option, at any time after the Town defaults in making the required payments hereunder by providing thirty (30) days' notice in writing to the Town of its intention to terminate, and provided that the Town does not cure the default within the said thirty (30) day period, which shall also be an Event of Default.

29. Upon termination of this agreement by any party due to an Event of Default, the parties shall conduct a full accounting of all amounts due and owing by Theatre Orangeville for the wages and expenses incurred and such accounts shall be satisfied by the parties forthwith.

### **Remedies for Default**

30. If an Event of Default has occurred and is continuing in respect of a party, the other party shall have the right, in addition to any other right or remedy available at law or in this agreement, to:

- a) bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or

- b) remedy such Event of Default and be entitled upon demand to be reimbursed by the defaulting party (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by such party together with interest; and/or
- c) bring any action at law as may be permitted in order to recover damages.

31. The rights available to the parties under this agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude a party from exercising any one or more such rights or combination thereof from time to time thereafter or simultaneously.

### **Closure of Tourism Centre by the Town**

32. Theatre Orangeville acknowledges and agrees that a condition of the ongoing effect of this agreement is the provision of funding for the operation of the Tourism Centre being approved by Town Council. This agreement shall be terminated at the end of the applicable calendar year upon twenty (20) days' written notice from the Town to Theatre Orangeville of the passing of a by-law or resolution by Town Council to cease funding to the Tourism Centre or to not approve funding to the Tourism Centre. This agreement may be terminated by the Town immediately upon twenty (20) days' written notice to Theatre Orangeville of the Town Council's decision to permanently close the Tourism Centre, and the obligations and procedures described in section 31 of this agreement shall apply.

### **Resolution of Disputes**

33. The parties agree that during the performance of their respective obligations under this agreement, each of them will make good faith efforts to resolve any matters in dispute, as identified by written notice of dispute to the other party, by negotiation between the project manager for the Town and the general manager for Theatre Orangeville. Except where monetary damages are inadequate or irreparable harm could occur if any immediate remedy is unavailable, any dispute, withholding of an approval, disagreement, controversy, question or claim between the parties hereto arising out of or relating to this agreement, including, without limitation, any issue considered by the Town's Manager, Economic Development and Culture and the general manager for Theatre Orangeville which has resulted in a deadlock, shall be settled as follows:

- a) The parties will first proceed to settlement negotiations through senior executive level discussions, between the Town's Chief Administrative Officer and Theatre Orangeville's Board of Directors after receipt of a notice requesting such a senior executive level discussion, which notice cannot be served earlier than 20 days following the notice of the dispute being provided to the other party.

- b) In the event the dispute is not resolved by senior executive level discussions within twenty (20) days from the date of delivery of the notice for senior executive level discussions, then any party may refer the dispute to arbitration in accordance with the Arbitration Act of Ontario. The party desiring arbitration shall serve a notice referring the dispute to arbitration on the other party. If the parties cannot agree on an arbitrator within five (5) days after notice referring the dispute to arbitration has been served, then an arbitrator shall be appointed pursuant to the provisions of the Arbitration Act of Ontario. The parties agree that the arbitrator's decision shall be final and binding and shall not be subject to any appeal, and the arbitrator may award costs against a party.

### **Indemnity**

34. Theatre Orangeville shall defend, indemnify and save harmless the Town, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Theatre Orangeville, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

35. Theatre Orangeville agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Theatre Orangeville's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

### **Force Majeure**

36. If any party herein is delayed or hindered in or prevented from the performance of its obligations hereunder or from compliance with any of its covenants hereunder by force majeure (excluding, for greater certainty, events directly arising from any inability of such party to meet its financial obligations as they come due), then the performance of the act or obligation or compliance with a covenant of such party will be excused for the period of such delay and the

period for the performance of the act or obligation or compliance with the covenant will be deemed extended for an equivalent period.

### **Term**

37. This agreement commences on January 1, 2023 and shall remain in full force and effect until the end of December 31, 2027, unless terminated earlier as provided for herein.

### **Review**

38. This agreement shall be reviewed biennially by the parties in order to identify any amendments reasonably required to this agreement to better respond to any new Town policies, new or amended Tourism Strategy and Action Plan or other Town tourism plan, market trends, or tourism industry changes. Any amendments agreed to by both parties shall be in writing.

### **Notice**

39. Any notices to be given under this agreement shall be in writing and be delivered by personal delivery or by facsimile transmission to the parties as follows:

#### **THE TOWN**

The Corporation of the Town of Orangeville  
87 Broadway  
Orangeville, ON L9W 1K1  
Attention: Manager, Economic Development and Culture  
Fax: (519) 941-9033

#### **THEATRE ORANGEVILLE**

200 Lakeview Court, 1<sup>st</sup> Floor  
Orangeville, ON L9W 5J7  
Attention: General Manager  
Fax: 519-942-9978

Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission if such date is a business day and delivery is made prior to 4:00 p.m. local time and otherwise on the next day that is a business day (as defined in this agreement). The parties agree to notify each other immediately, in writing, of any changes of address or facsimile number from those set out above.

### **Assignment**

40. This agreement shall not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld.

### **No partnership**

41. Nothing in this agreement shall constitute the parties to be partners of one another.

**MFIPPA**

42. The parties acknowledge that the *Municipal Freedom of Information and Protection of Privacy Act* applies to this agreement.

**Schedules**

43. The following schedules attached to this Agreement form part of and are incorporated into this Agreement:

Schedule "A" – Visitor Centre Hours of Operation

Schedule "B" - 2023 Annual Theatre Orangeville Visitor Services Budget

Schedule "C" - General Conditions

**Numbers and Gender**

44. This Agreement shall be construed with all changes in number and gender as may be required by the context.

**Binding**

45. This agreement shall enure and be binding upon the parties hereto, their respective successors and assigns.

**IN WITNESS WHEREOF** the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this       day of 2022.

**THE CORPORATION OF THE TOWN  
OF ORANGEVILLE**

Per:

\_\_\_\_\_

Name: Lisa Post

Title: Mayor

Per:

\_\_\_\_\_

Name: Carolina Khan

Title: Clerk

I/We have authority to bind the Corporation

**THEATRE ORANGEVILLE**

Per:

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Name:

Title:

Per:

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Name:

Title:

I/We have authority to bind the Corporation

## **Schedule “A”**

### **Orangeville Visitor Services Visitor Information Centre Hours of Operation**

Monday – Wednesday	10 a.m. – 5 p.m.
Thursday – Friday*	10 a.m. – 6 p.m.
Saturday	9 a.m. – 5 p.m.
Sunday**	11 a.m. – 4 p.m.

\*Centre closed at 5 p.m. on Thursdays and Fridays during Eastern Standard Time

\*\*Centre Closed on Sunday during January and February

Family Day, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day	11 a.m. – 5 p.m.
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Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Sunday	Closed
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## Schedule "B"

### 2023 Annual Theatre Orangeville Visitor Services Budget

**Staffing costs:** Assumptions: Visitor Services staff salaries will be in line with Theatre Orangeville salaries. Benefits include: CPP, EI, Vacation and WSIB.

Position:	Hrs/ week (DST)	Wks/ year	Hrs/ week (EST)	Wks / year	Av. Hrly rate	Base	Benefits	Total
Coordinator	29	34	28	18	\$16.50	\$24,585	\$2,704	\$27,289
Officer(s) (4)	22	34	21	18	\$15.50	\$17,453	\$1,920	\$19,373
Total								<b>\$46,662</b>
*WSIB								<b>\$4,764</b>

DST – Daylight Savings Time      EST – Eastern Standard Time

\* Theatre Orangeville is required to hold contractor status with the Town of Orangeville and as such has to provide WSIB for all Theatre Orangeville employees. The Theatre Orangeville rate with WSIB is \$1.02/100.

#### Other costs

General office supplies (including postage)	\$2,200
Liability insurance	\$663
Training & Development	\$578
<b>Total Other costs</b>	<b>\$3,441</b>
<b>Total 2023 Theatre Orangeville Visitor Services Budget</b>	<b>\$54,867</b>

## **Schedule “C”**

### **General Maintenance Conditions**

- 1) **Access:** Theatre Orangeville shall not prevent the Manager, Facilities and Parks, facility maintenance personnel, and/or others specifically designated by the Manager of Facilities and Parks from access to the Tourism Centre; provided, however, that the Town shall use its best efforts not to disrupt the activities of Theatre Orangeville as permitted by the agreement. The Manager, Facilities and Parks shall attempt to coordinate such access if possible.
- 2) Theatre Orangeville shall provide persons designated by Theatre Orangeville and approved by the Manager, Facilities and Parks or his/her designee with keys, proximity cards (up to a maximum of 10), and alarm codes for access to the Tourism Centre for the sole purpose of carrying out the requirements of the agreement. Keys, proximity cards, and alarm codes shall not be loaned or transferred and shall be used only by the designated person. In the event that Theatre Orangeville fails to properly open or lock and secure the Tourism Centre leading to a false alarm call-out or leaves areas of the Tourism Centre unlocked and unattended, a Two Hundred Dollar (\$200.00) plus HST penalty shall be paid to the Town on each such occasion. In the event that a designated key holder loses any key or proximity card issued by the Town, Theatre Orangeville shall be assessed a Fifty-Five Dollar (\$55.00) plus HST replacement charge for each key or proximity card or pay for the cost of rekeying or reprogramming the locks of the facility if circumstances indicate it as determined in the Town’s reasonable judgement. Theatre Orangeville will be responsible and held accountable for all personnel, properties and activities of Theatre Orangeville.
- 3) Each party has the right, with no notice, to suspend the agreement if the Tourism Centre should be declared uninhabitable for reasons of safety by the proper authorities (e.g. if the building should be damaged in an earthquake and be declared unsafe for occupancy). If there is an outbreak of pandemic flu or other medical emergency and places of public gatherings are closed, the Town will not assume any financial responsibility for loss of services by Theatre Orangeville. If the Tourism Centre is not available due to severe weather, disaster, or safety related issues, the Town will not assume any financial responsibility for loss of services by Theatre Orangeville.
- 4) **Maintenance Protocol-Non Emergency Items:** The Theatre Orangeville shall initiate a request for service to the Town’s Manager, Facilities and Parks and/or his or her designee through an online “Work Order Request Form”. The Theatre Orangeville will provide as much detail as necessary to ensure that all required maintenance is scheduled and completed within an acceptable time frame dependent on the scope of work, including mechanical, electrical, structural, cleaning, set-ups, alteration, etc.

5) **Emergency Items** - After-hour emergencies are to be directed through the Town's Manager, Facilities and Parks' designate via cell phone, text or email. The required contact information will be provided on an annual basis or at such time as management personnel change in order to ensure direct access on a daily after-hours basis.

**Subject:** Opera House Management & Cultural Initiatives Agreement

**Department:** Community Services

**Division:** Economic Development and Culture

**Report #:** CMS-2022-028

**Meeting Date:** 2022-11-28

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### **Recommendations**

**That report CMS-2022-028, dated November 28, 2022, regarding the Opera House Management & Cultural Initiatives Agreement be received;**

**And that Council authorize the Mayor and Clerk to sign the Opera House Management & Cultural Initiatives Agreement for the period of January 1, 2023 to December 31, 2024 as outlined in Attachment 1.**

### **Background and Analysis**

Since 2007, the Town of Orangeville (the Town) has entered into a series of agreements with Theatre Orangeville for the management of the Opera House and for the provision of a cultural initiatives grant. Of the total \$35,000 in funding provided by the Town each year, \$15,000 has been provided in recognition of Theatre Orangeville's contribution towards cultural and economic development in Orangeville and the remaining \$20,000 has represented a portion of the fixed costs associated with the responsibilities of managing the Opera House. These costs have included the general administration and staffing associated with running the front office, the maintenance of technical equipment, and the co-ordination of users of the Opera House facility.

In 2018, a new, more formalized agreement was developed and was used to guide the activities of the Town and Theatre Orangeville over a five-year term that commenced January 2018. The current agreement will expire on December 31, 2022.

### **Analysis**

Staff have completed a comprehensive review of the Town's Opera House Management and Cultural Initiatives Agreement with Theatre Orangeville and made minor adjustments/updates to the 2018 agreement. The agreement with Theatre

Orangeville, found in **Attachment 1** to this report, outlines the current expectations and undertakings of both the Town and of Theatre Orangeville, clearly defines roles and responsibilities of each partner, provides details with respect to the management of the facilities, and defines insurance requirements of Theatre Orangeville.

It should be noted that while the annual funding contribution to Theatre Orangeville has remained static for some time, the Town's in-kind contributions have not. A conservative estimation of total in-kind contributions by the Town in 2022 total \$34,832.00 (IT licensing, support, maintenance, etc. - \$14,832/Janitorial services at Visitor Centre - \$3,200/Janitorial services at Opera House - \$5,600/Theatre Orangeville Administrative Office Space - \$11,200).

Staff also reviewed the duration of the Agreement and recommends that a revised agreement be in place from January 1, 2023 to December 31, 2024. Over the upcoming two-year period, as staff continue to implement the Tourism Strategy and Action Plan and build the Town's inventory of events, activities, and experiences, tourism initiatives such as an Outdoor Arts Festival and Performances in the Park will be explored, tested and added to the Town's offerings. This revised time period will enable staff to evaluate the impact of new offerings and examine potential collaborative approaches that could be undertaken in conjunction with Theatre Orangeville to further the performing arts as a tourism driver. Quarterly and annual reports will continue to be submitted to the Town as part of the agreement and staff will continue to monitor the Agreement to ensure its fulfillment.

Pricing for Opera House user groups was also reviewed and updated as part of the process. User group rates remained static during the pandemic lock down with no annual increases applied between 2020-2022. In an effort to maintain reasonable rates for user groups while also ensuring that the costs associated with the management of the Opera House are addressed, staff recommends that effective January 1, 2023, user rates increase by 2% from the 2022 rates and that the rate increase annually thereafter by 2% until the Agreement end date in 2024 (see Schedule A in Attachment 1). A small, pre-established annual rate increase helps both the Theatre and the user groups to complete planning required for upcoming years.

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## **Strategic Alignment**

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

Priority Area: Economic Vitality

Objective: Stimulate tourism and cultural development

### **Sustainable Neighbourhood Action Plan**

Theme: Economic Development & Culture

Strategy: Bolster tourism opportunities that support a healthy economy

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**Notice Provisions**

N/A

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**Financial Impact**

The amended Opera House Management & Cultural Initiatives Agreement with Theatre Orangeville will result in an annual contribution of \$35,000 inclusively from 2023 to 2024 under the Economic Development – Theatre Orangeville budget line.

Respectfully submitted,

Ray Osmond,  
General Manager, Community Services/  
Acting CAO

Prepared by,

Ruth Phillips,  
Manager, Economic Development &  
Culture

Attachments:

1. Opera House Management and Cultural Initiatives Amending Agreement

**Attachment 1 – CMS-2022-028**

**Opera House Management and Cultural Initiatives  
Amending Agreement**

This agreement made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF ORANGEVILLE  
(hereinafter called the “Town”)**

**And**

**THEATRE ORANGEVILLE**

WHEREAS the Town is a municipal corporation pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

AND WHEREAS the Town owns a facility known as the Orangeville Town Hall Opera House (hereinafter called the “Opera House”) located at 87 Broadway, Orangeville;

AND WHEREAS the Town requires management of the Opera House;

AND WHEREAS Theatre Orangeville is a not-for-profit corporation incorporated pursuant to the laws of the Province of Ontario;

AND WHEREAS Theatre Orangeville is the primary user of the Opera House;

AND WHEREAS the Town and Theatre Orangeville entered into an Opera House Management Agreement dated January 1, 2013 which expires on December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville entered into an amending agreement to the Opera House Management Agreement entitled “Opera House Management and Cultural Initiatives Agreement” dated May 29, 2017;

AND WHEREAS the Town and Theatre Orangeville desire to continue having Theatre Orangeville provide management services of the Opera House on behalf of the Town after December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville are committed to ensuring that the Opera House is properly maintained and well-used by artistic groups for the economic and cultural development of the community;

NOW THEREFORE this agreement witnesses that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each the Town and Theatre Orangeville (hereinafter each referred to as a “party” and collectively referred to as the “parties”) to the other and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties do hereby covenant and agree as follows:

1. The parties agree that the recitals above are true and form part of this agreement.
2. The Town and Theatre Orangeville agree that Theatre Orangeville shall act as a contractor of the Town for the purposes of providing management services for the Opera House pursuant to this agreement.
3. The “facility” as it pertains to this agreement includes the following locations of the Opera House:
  - auditorium, stage attic and stage left electrical room;
  - the lobby and “wet bar”;
  - third floor dressing rooms;
  - box office and main floor lobby;
  - administration office;
  - stairs leading from the first floor box office lobby to the second floor; and
  - washrooms on the main floor.

## **5. Covenants of Theatre Orangeville**

Theatre Orangeville shall perform the following duties and have the following obligations, which it covenants and agrees to fulfil in a professional and skillful manner:

- a) Deal with inquiries regarding the rental of the Opera House, coordinate scheduling of the Opera House by user groups, and prepare and execute short-term rental contracts. Theatre Orangeville shall not enter into long-term contracts that are longer than thirty (30) days for the use of the Opera House by a user group without the consent of the Town in its sole discretion, which consent shall not be unreasonably withheld;
- b) Oversee the use of the Opera House, including opening and closing of the facility;
- c) Collect fees from the user groups contracted to use the Opera House, in the amounts described in Schedule “A” attached hereto, and ensure that user groups are informed of any future annual increase in user group fees in advance of entering into a rental contract which will be subject to the future annual increase in fees;
- d) Provide free use of the facility to the Town for all civic functions upon reasonable notice;
- e) Provide the Town’s General Manager, Community Services or his or her designate with an up-to-date copy of all user group and event schedules;
- f) Provide the Town’s Treasurer, via the Manager, Economic Development & Culture, with semi-annual reports regarding rental activity, fees collected, and Profit & Loss statements for the period of January 1-June 30 (submitted by July 30) of every year and for the period of July 1-December 31 (submitted by January 30) of every year. Year-end financial statements prepared for Theatre Orangeville shall be submitted to the Town by November 30 annually;
- g) Allow the Town access to examine financial records pertaining to the management activities of the Opera House;
- h) Ensure proper use of the facility by all user groups including the implementation of the Town of Orangeville No Smoking Bylaw and Alcohol Risk Policy, of which Theatre Orangeville has been notified in writing;
- i) Ensure the proper licenses are obtained by Theatre Orangeville and other user groups when applicable;



- j) With adequate notice, prohibit activity in the Opera House on nights when the Town is conducting business in the Council Chambers at Town Hall;
- k) Provide trained technical staff to supervise the use of all Opera House equipment by user groups, which training shall be the responsibility of Theatre Orangeville;
- l) Advise the Manager, Parks & Recreation for the Town of any maintenance required, with such requests to be made in writing in accordance with Schedule "B" attached hereto;
- m) Attend to the normal maintenance of the theatrical equipment which includes speakers, cables, lights, communication system, rigging, sound equipment including sound board and audio components, railings and seats, and be responsible for the cost of maintenance of said equipment, with the exception of reasonable wear and tear, having regard for the age of and condition of the equipment;
- n) Obtain the Town's approval prior to undertaking extraordinary maintenance to the Opera House in accordance with Town Building By-laws;
- o) Obtain the Town's approval prior to undertaking major structural alterations to the Opera House in accordance with applicable Town by-laws;
- p) Cover the cost of the following items and services: replacement of IT hardware when reasonably required, purchase of IT software reasonably required for the operation of the Opera House, purchase of related professional services that may be required, and additional cleaning required beyond the normal Town janitorial contract;
- q) Adhere to a high level professionalism when using the Town's network and specifically:
  - i. Staff will not download or use pirated software on the network or use the Town's internet for purposes outside of their primary work related goals;
  - ii. All devices that the Theatre Orangeville wishes to add to the network must be approved by the Town's IT Department; and
  - iii. Adhere to all IT policies of the Town.
- r) Ensure compliance with all health and safety legislation as stipulated under the Occupational Health and Safety Act, the Industrial Establishment Regulations and any other Federal, Provincial or Municipal Health and Safety requirements that apply to the type of work Theatre Orangeville undertakes, and ensure that its employees receive legislative training;
- s) Ensure compliance with the Town's health and safety policies and procedures as it applies to the safety and security of the facility and the employees within;
- t) Adhere to all Federal, Provincial or Municipal Legislation, regulations, by-laws or orders of all governmental authorities or court having jurisdiction;
- u) Submit the Town's Health and Safety Contractor Package to the Town's Health and Safety Co-ordinator and follow all Town Health and Safety Contractor Requirements;
- v) Ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* or successor legislation;
- w) Not do anything to cause a construction lien or other encumbrance to be registered on title to the facility or any parts thereto;
- x) Comply with all applicable Town policies of which it has been notified in writing; and
- y) Obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the

Province of Ontario for the following coverages:

1. General Liability providing for, without limitation, coverage for personal injury including sexual abuse and harassment, public liability and property damage, data liability insurance, and non-owned automobile liability. Such policy shall:
  - i. have inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for death, injury, loss or damage resulting from any one occurrence;
  - ii. contain a cross-liability clause endorsement and severability of interests clause of standard wording;
  - iii. name the Town as an additional insured with respect to any claim arising out of the obligations under this agreement; and
  - iv. be endorsed to provide that the policy shall not be cancelled or allowed to lapse without 30 days' prior written notice to the parties.
2. Obtain and maintain in full force and effect crime insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario. Coverage shall be written in the amount of not less than Ten Thousand Dollars \$10,000.00 and shall be endorsed to include third party extension.
3. Obtain and maintain in full force and effect all risks (including flood and earthquake) property insurance in an amount of at least one hundred percent (100%) of the full (new) replacement cost, insuring:
  - i. all property owned by the Theatre Group, or for which the Theatre Group is legally liable, or installed by or on behalf of the Theatre Group, and located within the facility including, but not limited to, fittings installations, alterations, additions, partitions, and all other leasehold improvements, and;
  - ii. Theatre Orangeville's inventory, furniture and movable equipment.
4. The Theatre Group will promptly furnish to the Town certificates of insurance duly executed by Theatre Orangeville's insurance brokers evidencing that the required insurance is in force, upon signing of this agreement and on each and every renewal date of said policy.
5. The Town reserves the right to amend the required insurance coverages and limits as may be reasonable in the circumstances.

## **6. Indemnification**

(a) Theatre Orangeville shall defend, indemnify and save harmless the Town, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Theatre Orangeville, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to

and not in lieu of any insurance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

(b) Theatre Orangeville agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Theatre Orangeville's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

## **7. Covenants of the Town**

The Town covenants and agrees to do the following:

- a) Assign responsibility and authority for the overall scheduling and operating of the Opera House to Theatre Orangeville to be carried out in accordance with this agreement;
- b) Pay to Theatre Orangeville annually the amounts described in Schedule "A" attached hereto for the costs associated in managing the Opera House and carrying out its duties pursuant to this agreement;
- c) Recognize Theatre Orangeville as the primary user of the facility;
- d) Provide office space and/or storage space as mutually agreed to for the Theatre Orangeville;
- e) Carry appropriate property insurance coverage for the Opera House;
- f) Assume contractual and financial responsibility for the cleaning and maintenance of the washrooms at the facility and to make them available for all facility events;
- g) Respond to the normal maintenance of the Opera House as requested in writing by Theatre Orangeville in the manner described in Schedule "B" attached hereto;
- h) Maintain a comfortable level of heating and air conditioning for the facility;
- i) Assume responsibility for major repairs and maintenance to the facility infrastructure, including but not limited to such items as heating, air conditioning, seating, carpeting and painting;
- j) Contract and pay for the normal janitorial cleaning of the facility in accordance with the Town's janitorial contract;
- k) Maintain existing IT hardware assets, the backup and restoration of files, email/staff directories, virus defense and provide internet access and certain online services for Theatre Orangeville;
- l) Hold a standby Letter of Credit for Theatre Orangeville as required by the Canadian Equity Actors Association, in the amount of \$25,000.00.

## **8. In-Kind Contributions**

The parties acknowledge that the Town is providing an in-kind contribution to Theatre Orangeville by providing to it the following services at no additional cost, subject to Town Council's approval if necessary:

- a) Administrative office space at 200 Lakeview Court, Orangeville ON;
- b) Janitorial services of administrative offices at the facility;
- c) Janitorial services of the Opera House; and

- d) IT-related services which may include software, server licenses, phone system and IT technical assistance, as determined by the Town.

## **9. Reserve Fund**

Theatre Orangeville covenants and agrees to deposit one dollar (\$1.00) from each ticket sold from Orangeville Theatre's productions and any user group's events at the Opera House into a reserve fund that it manages for the exclusive purpose of funding improvements to the Opera House and facility, and to leverage grant applications for same.

## **10. User group rates**

The Town shall, in its sole discretion, set the applicable user group rates for use of the Opera House, which rates may be amended from time to time as the Town deems appropriate. In so doing, the Town may consult with Theatre Orangeville, but the consent of Theatre Orangeville is expressly not required, and the Town is not bound to approve any user group rates requested from Theatre Orangeville.

## **11. Seating Capacity**

Theatre Orangeville acknowledges that at the time of entering into this agreement, the seating capacity of the Opera House is 273 persons. Theatre Orangeville shall comply with the Fire Code and all other applicable legislation with respect to occupant capacity at the facility.

## **12. Dispute Resolution**

- a) Any party claiming that a dispute has arisen with respect to the interpretation or operation of any part or whole of this agreement, must give written notice to the other party specifying the nature of the dispute, the relief sought and the basis of the relief sought.
- b) Within twenty (20) days of the receipt of the notice specified in paragraph (a) by the other party, two members appointed from Theatre Orangeville's management group and two members appointed from the Town's staff shall meet and use their best efforts and good faith in order to attempt to resolve the dispute. The respective representatives must be approved by the Town's Chief Administrative Officer or the Board of Theatre Orangeville. Upon resolution, and providing the resolution does not change the terms of this agreement, no further action is required. If the resolution changes the terms of this agreement, then an amendment will be drafted for approval of Theatre Orangeville and the Town Council.
- c) In the event the dispute is not resolved by the members and staff appointed by Theatre Orangeville and the Town within twenty (20) days from the date of delivery of the written notice referred to in paragraph (a), then any party may refer the dispute to arbitration in accordance with the Arbitration Act of Ontario. The party desiring arbitration shall serve a notice referring the dispute to arbitration on the other party. If the parties cannot agree on an arbitrator within five (5) days after notice referring the dispute to arbitration has been served, then an arbitrator shall be appointed pursuant to the provisions of the Arbitration Act of Ontario. The parties agree that the arbitrator's decision shall be final and binding and shall not be subject to any appeal, and the arbitrator may award costs against a party.

### **13. Termination by the Town**

In the event there is a default by Theatre Orangeville in its performance of any of the terms of this agreement, the Town shall provide Theatre Orangeville with written notice of such default. Theatre Orangeville shall have twenty (20) days from the delivery of the notice to cure the default to the satisfaction of the Town, failing which the Town may immediately terminate this agreement and all amounts due and owing by either party to the other shall be satisfied by the parties within thirty (30) days of the effective date of the termination.

### **14. Immediate Termination by the Town**

Despite any other provision in this agreement, the Town may immediately terminate this agreement in any of the following circumstances, and in so doing, the Town shall not be liable for losses incurred by Theatre Orangeville:

- a) Theatre Orangeville becomes bankrupt, becomes insolvent, makes a proposal, assignment or arrangement with its creditors, makes an assignment in bankruptcy, a receiver is appointed to manage Theatre Orangeville or any steps are taken for the dissolution, winding up or other termination of Theatre Orangeville's existence;
- b) Theatre Orangeville is the subject of any claims or causes of action or criminal investigation relating to fraud or mismanagement of Theatre Orangeville; or
- c) The facility is declared uninhabitable for reasons of safety by the proper authority.

### **15. Other Town Remedies for Default**

In the event there is a default by Theatre Orangeville in its performance of any of the terms of this agreement and the default is continuing, the Town shall have the right, in addition to any other right or remedy available at law or in this agreement, to:

- a) bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or
- b) remedy the default and be entitled upon demand to be reimbursed by Theatre Orangeville (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by the Town together with interest at a rate of five percent (5%); and/or
- c) bring any action at law as may be permitted in order to recover damages.

The rights available to the parties under this agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude the Town from exercising any one or more such rights or combination thereof from time to time thereafter or simultaneously.

**16. Enforcement of Agreement**

Theatre Orangeville shall pay all damages, losses and expenses, and costs (on a solicitor and client basis) incurred by the Town in enforcing the terms, covenants and conditions of Theatre Orangeville in this agreement by reason of any intentional or negligent act or omission of Theatre Orangeville, its employees, agents, volunteers, contractors, subcontractors in executing Theatre Orangeville's covenants and obligations in this agreement.

**17. Termination by Theatre Orangeville**

Theatre Orangeville may terminate any part or all of this agreement for any reason whatsoever upon providing 90 days' written notice to the Town. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of the effective date of termination of this agreement or part thereof.

**18. Theatre Orangeville as an Independent Contractor**

The parties hereto agree that the Theatre Orangeville is an independent contractor providing the aforesaid services to the Town pursuant to this agreement, and accordingly all rights and responsibility for the training, instruction, management and control of employees of Theatre Orangeville shall at all times remain with Theatre Orangeville. Theatre Orangeville is responsible for paying the wages of its employees and making all statutory payroll deductions with respect to their employment.

**19. Assignment**

The provisions of this agreement shall not be assignable by either party without the prior written consent of the other party, which consent cannot be unreasonably withheld.

**20. Governance of Theatre Orangeville**

The parties hereto agree that should Theatre Orangeville establish any new policies or procedures with regard to the management of the Opera House, such policies shall be reviewed and approved by the Town's Director of Parks and Recreation. The Town acknowledges that such policies have already been established.

**21. Term of Agreement**

This agreement shall run for a term of twelve (12) years, computed from January 1<sup>st</sup>, 2013 and ending on December 31<sup>st</sup>, 2024, unless terminated earlier as provided for herein.

**22. Amendments**

The parties agree that if an amendment to any clause of this agreement is required and the parties are agreeable to it, the amendment shall be made by a written amending agreement to be executed by all parties. The parties agree to negotiate reasonably and in good faith in the amendment of any clause.

**23. Notice**

Any notices to be given under this agreement shall be in writing and be delivered by personal delivery or by facsimile transmission, if available, to the parties as follows:

**THE TOWN**

The Corporation of the Town of Orangeville  
87 Broadway  
Orangeville, ON L9W 1K1  
Attention: Manager, Economic Development & Culture  
Attention: Manager, Parks & Facilities  
Fax: (519) 941-9033

**THEATRE ORANGEVILLE**

87 Broadway  
Orangeville, ON L9W 1K1  
Attention: General Manager  
Fax: 519-942-9978

Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission if such date is a business day (a “business day” being a day that the Town’s civic offices at 87 Broadway, Orangeville are open to the public for business) and delivery is made prior to 4:00 p.m. local time and otherwise on the next day that is a business day. The parties agree to notify each other immediately, in writing, of any changes of address or facsimile number from those set out above.

**24. No partnership**

Nothing in this agreement shall constitute the parties to be partners of one another.

**25. Force Majeure**

If any party herein is delayed or hindered in or prevented from the performance of its obligations hereunder or from compliance with any of its covenants hereunder by force majeure (excluding, for greater certainty, events directly arising from any inability of such party to meet its financial obligations as they come due), then the performance of the act or obligation or compliance with a covenant of such party will be excused for the period of such delay and the period for the performance of the act or obligation or compliance with the covenant will be deemed extended for an equivalent period.

**26. Schedules**

The following schedules attached to this Agreement form part of and are incorporated into this agreement:

Schedule “A” – User Group Fees

Schedule “B” – General Maintenance Conditions

**27. Numbers and Gender**

This agreement shall be construed with all changes in number and gender as may be required by the context.

**28. Binding**

This agreement shall enure and be binding upon the parties hereto, their respective successors and assigns.

**29. MFIPPA**

The parties hereto acknowledge that the provisions of this agreement and all matters relating thereto may be subject to the disclosure provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

**IN WITNESS WHEREOF** the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this            day of            2022.

**THE CORPORATION OF THE TOWN OF  
ORANGEVILLE**

Per:

\_\_\_\_\_  
Name: Lisa Post  
Title: Mayor

Per:

\_\_\_\_\_  
Name: Carolina Khan  
Title: Clerk  
I/We have authority to bind the Corporation

**THEATRE ORANGEVILLE**

Per:

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

Per:

\_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation



## **Schedule “A” User Group Fees**

1. The Town will pay the Theatre Orangeville a total amount of \$35,000 per year, or such other amount as may be approved by Town Council at its own discretion, in recognition of Theatre Orangeville’s contribution towards the cultural and economic development in the Town of Orangeville and in recognition of the fixed costs associated with the responsibilities of managing the Opera House. Such costs include the general administration and staffing associated with the box office, technical requirements and coordination of the Opera House. For greater certainty, and notwithstanding the above, Theatre Orangeville reserves its right to lobby the Town to change the annual amount received to better reflect cost sharing between the Town and Theatre Orangeville for the operation of the Opera House.

The remaining costs incurred by Theatre Orangeville with respect to carrying out its obligations pursuant to this agreement will be recovered, in part or in full, from Theatre Orangeville’s collection of user group fees as set out below.

2. Third-party groups or individuals using the Opera House (each referred to in this agreement as a “user group”) will be charged at the applicable rates set out below and as described in this clause, as approved by Town Council. Commencing on January 1, 2023, the user group rates will increase annually by 2% over the user group rates from the previous year, and this annual increase shall occur on January 1 of every year for the balance of the term of this agreement.

### **January 1 – December 31, 2022**

<b>Rate</b>	<b>Non Profit User Groups</b>	<b>For Profit User Groups</b>
<b>Daily (8 hr day)</b>	<b>\$528.08</b>	<b>\$950.35</b>
<b>Weekly</b>	<b>\$1,794.87</b>	<b>\$3,115.59</b>

### **January 1, 2023 – December 31, 2023**

<b>Rate</b>	<b>Non Profit User Groups</b>	<b>For Profit User Groups</b>
<b>Daily (8 hr day)</b>	<b>\$538.64</b>	<b>\$969.36</b>
<b>Weekly</b>	<b>\$1,830.77</b>	<b>\$3,177.90</b>

**All rates are subject to H.S.T.**

**Schedule "B"**  
**General Maintenance Conditions**

- 1) **Town:** The Town's Manager of Facilities and Parks is hereby designated to render overall supervision of the progress and performance of this agreement by the Town. All Town services set forth in this agreement shall be performed by the Town under the overall supervision of the Manager of Facilities and Parks or his/her designee. Theatre Orangeville shall contact the Manager of Facilities and Parks or his/her designee for all matters dealing with Town policies, funding, facilities, equipment and other Town departments.
- 2) **Theatre Orangeville:** Theatre Orangeville shall assign a single General Manager who shall have overall responsibility for the compliance of Theatre Orangeville with the agreement. Should circumstances or conditions subsequent to the execution of this agreement require a different General Manager, Theatre Orangeville shall notify the Town immediately of same. The General Manager shall be responsible for overseeing that all covenants and obligations of Theatre Orangeville pursuant to this agreement are fulfilled. The General Manager shall also be responsible for disseminating to appropriate personnel all communication and information from the Town.
- 3) **Access:** Theatre Orangeville shall not prevent the Manager of Facilities and Parks, facility maintenance personnel, and/or others specifically designated by the Manager of Facilities and Parks from access to the facility; provided, however, that the Town shall use its best efforts not to disrupt the activities of Theatre Orangeville as permitted by the agreement. The Manager of Facilities and Parks shall attempt to coordinate such access if possible.

Notwithstanding the foregoing, except in the case of emergency or if they are present at the facility as members of the audience or specifically invited into the backstage areas of the theatre, the Manager of Facilities and Parks, facility maintenance personnel and/or others specifically designated by the Manager of Facilities and Parks shall not enter the auditorium or backstage areas during public performances of a production.

- 4) The Town shall provide persons designated by Theatre Orangeville and approved by the Manager of Facilities and Parks or his/her designee with keys, proximity cards (up to a maximum of 10), and alarm codes for access to the facility for the sole purpose of carrying out the requirements of the agreement. Keys, proximity cards, and alarm codes shall not be loaned or transferred and shall be used only by the designated person. In the event that Theatre Orangeville fails to properly open or lock and secure the Town facility leading to a false alarm call-out or leaves areas of the facility unlocked and unattended, a Two Hundred Dollar (\$200.00) plus HST penalty shall be paid to the Town on each such occasion. In the event that a designated key holder loses any key or proximity card issued by the Town, Theatre Orangeville shall be assessed a Fifty-Five Dollar (\$55.00) plus HST replacement charge for each key or proximity card or pay for the cost of rekeying or reprogramming the locks of the facility if circumstances indicate it as determined in the Town's reasonable judgement. Theatre Orangeville will be responsible and held accountable for all personnel, properties and activities of Theatre Orangeville.

- 5) The Town shall have the right, with no notice, to suspend the agreement if the facility should be declared uninhabitable for reasons of safety by the proper authorities (e.g. if the building should be damaged in an earthquake and be declared unsafe for occupancy). If there is an outbreak of pandemic flu or other medical emergency and places of public gatherings are closed, the Town will not assume any financial responsibility for loss of revenue by Theatre Orangeville. If the facility is not available due to severe weather, disaster, or safety related issues, the Town will not assume any financial responsibility for loss of revenue by Theatre Orangeville.
- 6) **Maintenance Protocol-Non Emergency Items:** The Theatre Orangeville facility designate shall initiate a request for service to the facility and the Manager of Facilities and Parks and/or his or her designee through an online "Work Order Request Form". The Theatre Orangeville will provide as much detail as necessary to ensure that all required maintenance is scheduled and completed within an acceptable time frame dependent on the scope of work, including mechanical, electrical, structural, cleaning, set-ups, alteration, etc.
- 7) **Emergency Items -** After hour emergencies is to be directed through the Town's Manager of Facilities and Parks' designate via cell phone, text or email. The required contact information will be provided on an annual basis or at such time as management personnel change in order to ensure direct access on a daily after hours basis.

**Subject:** 5 Henry Street, Consent Agreement Execution, File No. B-04/21

**Department:** Infrastructure Services

**Division:** Planning

**Report #:** INS-2022-056

**Meeting Date:** 2022-11-28

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### **Recommendations**

That Report INS-2022-055 titled 5 Henry Street, Consent Agreement Execution, File No. B-04/21, be received;

And that Council pass a By-law included as Attachment No. 1 to this report, to authorize the execution of a consent agreement, to implement the Ontario Land Tribunal's conditions of approval for this consent application.

### **Background and Analysis**

In November 2021, applications for minor variances and a consent to sever land were submitted to the Committee of Adjustment for a property known municipally as 5 Henry Street (the "subject property"). The subject property is a corner lot of approximately 655 square metres (7,053 square feet) in area located on the northeast corner of William Street and Henry Street. It is situated within a mature residential neighbourhood comprised predominantly of single detached dwellings, with some semi-detached and low-rise apartment dwellings interspersed throughout the area.

The consent application proposed to sever a new residential dwelling lot on the eastern portion of the subject property, which would front onto Henry Street. The new lot would be approximately 327 square-metres (3,527 square-feet) in area. The retained parcel that would remain from this severed lot would contain the existing detached dwelling situated on the western part of the subject property, closest to William Street. The retained parcel would maintain driveway access on Henry Street and William Street. A location map of the subject property, which also illustrates the proposed severance, is included as Attachment No. 1.

The new lot arrangement (i.e. severed and retained parcels) and respective building envelopes would not meet certain standards of the applicable Residential Second Density (R2) zone. Therefore, the owner also applied for a minor variance seeking relief from these standards in order to permit the consent.

On December 1, 2021, the Committee of Adjustment (“C of A”) refused the consent and minor variance applications, which the applicant subsequently appealed to the Ontario Land Tribunal (OLT). A hearing was held on May 24, 2022 to consider the appeal, where the OLT ultimately approved the consent and associated minor variance applications.

In approving the consent application, the OLT imposed certain conditions to be fulfilled in order for the consent to obtain final approval and legally establish the new lot. One of the conditions requires the owner to execute a consent agreement with the Town, which imposes certain obligations for the owner to fulfill when developing the new lot. These obligations include requirements to:

- i) Submit a satisfactory grading and servicing plan that will specify how the lot will be graded and connected to existing municipal services on William Street;
- ii) Implement Low Impact Development design features to enhance stormwater infiltration;
- iii) Submit a satisfactory Arborist Report and fulfill any recommendations with respect to tree preservation; and
- iv) submit satisfactory elevation drawings for the proposed new dwelling, to ensure that the new dwelling is consistent with the architectural character of the neighbourhood.

The above requirements are consistent with the conditions originally recommended for the C of A, which resulted from staff’s review and comment on the proposed severance.

With respect to servicing for the subject property, the existing watermain and sanitary sewer main are situated along William Street. There are no such municipal service mains along Henry Street readily available to serve the new severed parcel. This means that the new lot would require service connection extensions to the William Street service mains via long service lateral extensions on Henry Street.

The Town is typically responsible for the portion of residential water and sewer services that are on public municipal property (i.e., a municipal road right-of-way). The long service extensions proposed on Henry Street are exclusively for the severed property, but would be a maintenance liability for the Town since they are located within the municipal right-of-way. While the Public Works Division does not object to this proposed servicing configuration, the Town wishes to ensure that it is not inheriting a public maintenance responsibility for servicing infrastructure devoted to a single user. Therefore, the consent agreement as included with the By-law attached to this Report (Attachment No. 2), contains assurance that the property owner will be responsible for the maintenance of services from the house to the service main connections on William

Street. As a result, rectifying any issues that might arise with these services will be responsibility of the property owner (to the satisfaction of the Town) and not the Town. Furthermore, since this agreement will be registered against the title to the subject property, its obligations will be binding upon any successive owners in the future.

Staff recommend that the By-law included as Attachment No. 2 to this report, be enacted to authorize execution of the consent agreement as described above. The consent agreement proposed for execution is included as Schedule 'A' to the By-law.

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

Priority Area: Sustainable Infrastructure

Objective: Plan for Growth

### **Sustainable Neighbourhood Action Plan**

Theme: Land Use and Planning

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

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### **Notice Provisions**

There are no notice provisions applicable to this report.

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### **Financial Impact**

There are financial impacts related to this report.

Respectfully submitted

Tim Kocialek  
General Manager,  
Infrastructure Services

Prepared by

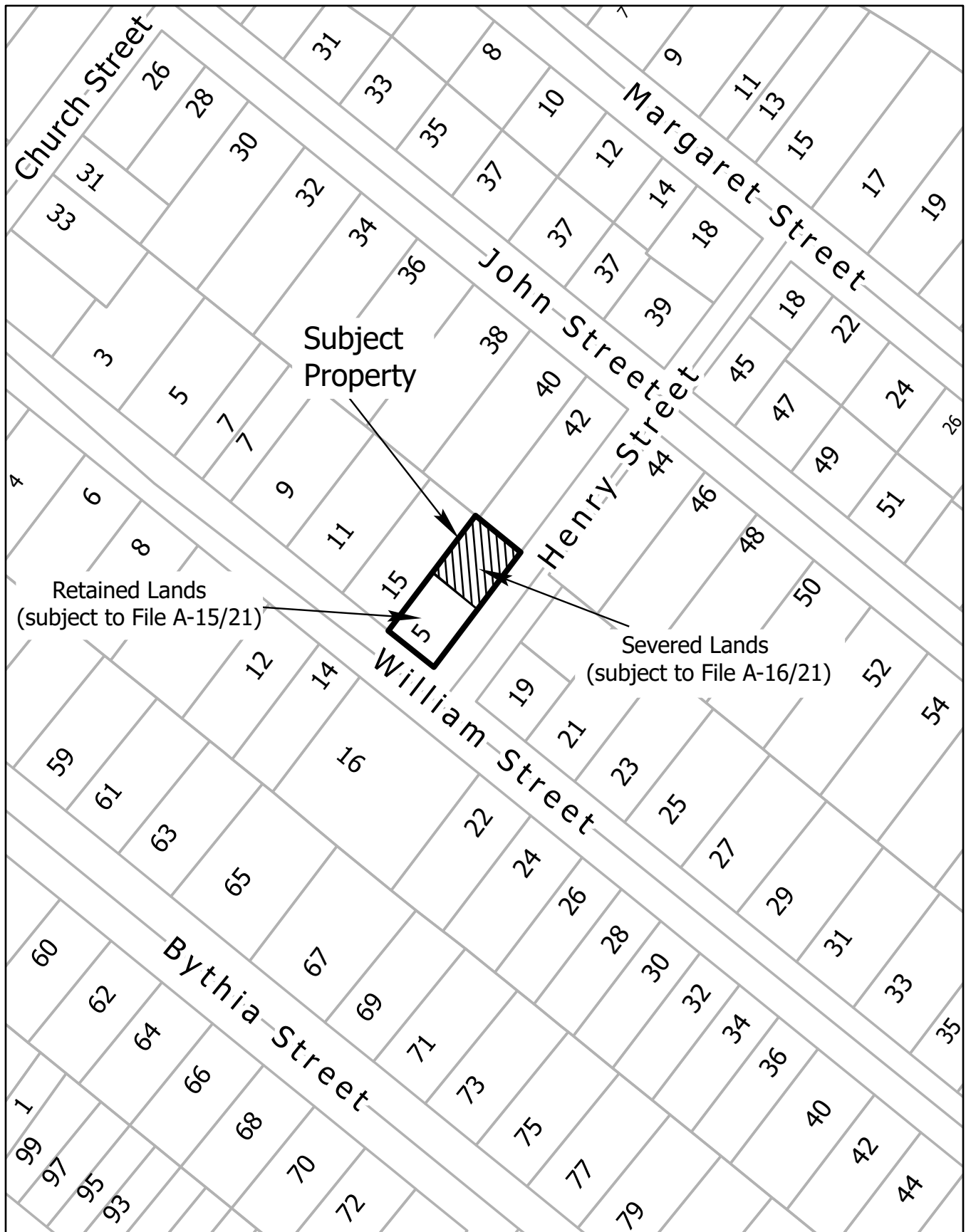
Brandon Ward, MCIP, RPP  
Manager, Planning  
Infrastructure Services

**Attachment(s):** 1. Location Map  
2. By-law to authorize execution of a Consent Agreement

Location Map

Files: A-15/21, A-16/21 and B-04/21

Applicant: Eric Calder





## **The Corporation of the Town of Orangeville**

### **By-law Number**

#### **A By-law to authorize a Consent Agreement with Eric Merle Calder (5 Henry Street)**

Whereas Eric Merle Calder, hereinafter called "the Owner", is the registered and beneficial Owner of the property described as Lot 1 and Part of Lot 2, Block 3, Plan 216 in the Town of Orangeville, County of Dufferin, municipally known as 5 Henry Street, which is hereinafter referred to as "the property";

And whereas the Ontario Land Tribunal granted provisional approval of an application for consent to sever the property (File No. B-04/21) by an Order issued on June 20, 2022;

And whereas the Ontario Land Tribunal imposed certain conditions of provisional approval to be satisfied by the execution of a consent agreement;

And whereas the Council of the Corporation of the Town of Orangeville is empowered to enter into agreements imposed as a condition to the provisional approval of a consent, pursuant to Sections 53(12) and 51(26) of the Planning Act, R.S.O. 1990, c.P.13 as amended;

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

1. That a Consent Agreement between Eric Merle Calder and the Corporation of the Town of Orangeville, in substantially the same form as the agreement attached as Schedule "A" hereto, is hereby approved;
2. And that the Mayor and Clerk are authorized and instructed to sign the same on behalf of the Corporation and to affix the corporate seal thereto.



Passed in open Council this 28th day of November, 2022.

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Lisa Post, Mayor

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Carolina Khan, Clerk

## SCHEDULE "A"

This Agreement is entered into

Between:

**Eric Merle Calder**

hereinafter referred to as "the Owner"

- and -

**The Corporation of the Town of Orangeville**

hereinafter referred to as "the Town"

### Background

1. The following are some of the facts upon which this agreement is based.
  - (a) The Owner is the registered and beneficial Owner of property legally described as Lot 1 and Part of Lot 2, Block 3, Plan 216 in the Town of Orangeville, County of Dufferin, which is hereinafter referred to as "the property" (P.I.N. 340140092 (LT)).
  - (b) This agreement is being entered into in accordance with Subsections 53(12) and 51(26) of the Planning Act, R.S.O. 1990, c.P.13 as amended, and to satisfy one of the conditions imposed by the Ontario Land Tribunal in its decision with respect to an application for consent (File B-04/21) to sever a parcel of land comprising Part 2 on Reference Plan 7R-XXXX, hereinafter referred to as the "the severed lands" and leaving as retained Part 1 on Reference Plan 7R-XXXX, hereinafter referred to as "the retained lands"

### Conditions

2. The Owner of the severed lands agrees, prior to the issuance of a building permit for any structure on the severed lands, or prior to any development on the severed lands, to submit a Grading and Servicing Plan prepared by a Professional Engineer to the satisfaction of the Transportation and Development Division. This Plan shall illustrate the proposed grading, drainage, servicing and access for the severed lands and verify that abutting properties and the municipal road allowance(s) will not be adversely impacted. This Plan shall also show the location of such things as the location of any proposed accesses to the severed lands, edge of pavement, back of curb, hydro poles, street lights, utilities, abutting structures, trees, fence lines, etc.. The Owner further acknowledges that the examination and acceptance of this Plan by the Town does not constitute an acceptance by the Town of the correctness and adequacy of the Plan.
3. The Owner of the severed lands agrees to submit to the Planning Division for approval, prior to the submission of a building permit application, elevation drawings for any future dwelling to be constructed on the severed lands, to ensure that the design of the dwelling is in character with the neighbourhood.
4. The Owner of the severed lands agrees to construct to the satisfaction of the Transportation and Development Division, the Low Impact Development design features as specified in the Low Impact Development Brief prepared by Criterium Jansen Engineers, dated September 9, 2021.
5. The Owner of the severed lands agrees, prior to the submission of a building permit application, to submit to the satisfaction of the Planning Division, an Arborist Report which details the health of existing trees along Henry Street. The Owner of the severed lands further agrees to carry-out any tree protection measures recommended by the Arborist Report and to make best efforts to

protect existing trees where they do not interfere with the proposed driveway, all to the satisfaction of the Town.

## **Municipal Services**

6. The Owner of the severed lands shall, at its sole expense, construct sanitary service and water service (hereinafter the "Services") from the front of the dwelling on the severed lands to the lot line fronting on Henry Street and shall further construct the Services beyond the front lot line on Henry Street, generally in a South-Westerly direction within the Henry Street municipal right-of-way, and shall be connected to the municipal sanitary sewer main and the water main located at, on or under William Street. The location and design of the Services shall be more particularly identified in the Grading and Servicing Plan to be provided to the satisfaction of the Town as specified by Clause 2 herein.
7. The Owner shall obtain approval for the construction of any services, and/or connections thereto, from the General Manager, Infrastructure Services of the Town or their designate before they are constructed or installed. It is the sole responsibility of the Owner and their engineers to provide proper engineering plans for any such work.
8. The Owner of the severed lands acknowledges and agrees that the design and construction of the Services and connections to the municipal sanitary sewer main and water main, shall be to a standard that is at least as good as that required by the Town's minimum standards for such services. The Town neither warrants nor makes any claims as to the sufficiency of its standards.
9. The Owner of the severed lands agrees to reinstate at its expense, any alterations to the municipal road allowance resulting from the servicing of the property.
10. The Owner of the severed lands shall be responsible, at its sole expense, and as required by the Town, for future maintenance and repair to the Services as constructed from the dwelling on the severed lands to the location where the services are connected to the existing municipal sanitary sewer and water main at or under William Street. Any and all future maintenance and repair of the Services by the Owner, including specifications of any replacement to the Services, shall be approved by the Town.

## **Stop Work Orders**

11. Upon any breach of the Agreement, the determination of which shall be within the sole discretion of the Town, the Town may, upon giving four (4) business days' notice in writing to the Owner, stop all work in progress until such breach has been rectified.

## **Municipal Expenses**

12. The Owner agrees to pay to the Town any reasonable costs that it incurs for all outside technical and professional expenses that it has incurred to date and which it will incur in the future arising out of the proposed development. These expenses do not include internal administrative technical or professional services rendered by full time employed staff.

## **Municipal Real Estate Taxes**

13. The Owner agrees to pay the current year's taxes in full on or before the signing of this Agreement, but only in circumstances where it is proposed to convey a portion of the property to another party. If the final bill for the current year's taxes has not been issued, the Owner agrees to pay all installments thereon. The Owner also agrees to pay all arrears of taxes outstanding against the property on or before the signing of this Agreement. If local improvements are outstanding, a

cash payment sufficient to commute the balance shall also be paid by the Owner.

## **Registration of Agreement**

14. The Owner agrees that Notice of this agreement with its schedules and any amendments may be registered upon the title to the land and to pay the cost of such registration as well as any further costs incurred by the Town as a result of the registration of any other document pertaining to this Agreement.

## **Arbitration**

15. If a dispute develops between the Town and the Owner as to whether an item is or is not a deficiency, such dispute or disputes shall be resolved by arbitration.
16. For the purpose of this part of the Agreement, the Owner and the Town are collectively called “the parties”. Each of them is called “the party” as the context requires.
17. Any arbitration shall be resolved in the following manner.
  - (a) If the parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each will appoint an arbitrator and the two so appointed will appoint a third arbitrator who shall be chairman. If either party appoints an arbitrator and gives notice of the appointment to the other, the other must appoint an arbitrator within five (5) business days. If such appointment is not made within such period, the arbitrator appointed by the first party will be deemed to be a single arbitrator approved by both of them. The two arbitrators will appoint a third arbitrator within five (5) business days of the appointment of the second arbitrator.
  - (b) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute not later than eight (8) weeks from the date of appointment of the last arbitrators to be appointed.
  - (c) The party seeking the arbitration shall deliver to the arbitrator or arbitrators and the other party, at least four (4) weeks before the hearing, a statement of the matters the party is complaining about.
  - (d) The other party to the arbitration shall deliver a statement to the arbitrators and the party seeking the arbitration its position with respect to the matters complained about, at least two (2) weeks before the hearing.
  - (e) The time limits referred to above may be waived by the party who has not received any documents he should have received and the arbitration may proceed in the absence of any document if failure to deliver it is waived. If a document is not delivered and any party is taken by surprise as a result, the arbitration may be adjourned at any stage and the unnecessary costs incurred may be assessed against the party failing to deliver it.
  - (f) At the hearing each party may adduce whatever evidence it deems advisable. In addition, the arbitrator or arbitrators shall view the site of the matters complained about.
  - (g) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review by any Court or other body.
  - (h) If the result of the arbitration is in favour or largely in favour of one party, the cost of arbitration, including the expenses of that party, will be paid by the other. If the result is mixed, each party will pay its own expenses and the fees of the arbitrators will be divided equally between them. The

arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one party, or if the result is mixed.

## Default

18. The Owner acknowledges that failure to comply with its obligations set forth in this agreement shall be deemed to be a material and fundamental breach of this agreement and agrees that the Town may perform or cause to be performed, any obligations, including maintenance and repair of works described in this agreement, at the expense of the Owner and may collect any such expenses incurred by the Town in the same manner as unpaid taxes or by any other means allowable by law.
19. If there is default in any of the terms of this Agreement, the provisions of Section 446 of the Municipal Act, 2001, S.O. 2001, c.25 as it was written on the date of the signing of this Agreement shall apply with respect to such default.

## Notices

20. Any notice required or permitted to be given under this Agreement shall be in writing and may be served either personally or by mailing such notice by registered mail, postage prepaid, or if the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service as follows:

Eric Merle Calder  
5 Henry St  
Orangeville, ON  
L9W 1R6

Chief Administrative Officer  
The Corporation of the Town of Orangeville  
87 Broadway  
Orangeville, Ontario  
L9W 1K1

21. If any notice is mailed by registered mail, postage prepaid or sent by prepaid courier service as aforesaid, it shall be deemed to have been received by the party to whom it was mailed or sent on the second day following the day upon which it was received by one of Her Majesty's post offices or delivered to the courier service unless the second day ends on a Saturday, Sunday or legal holiday, in which case those days are not included in computing the two day period. Either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten (10) days thereafter shall be addressed.

## Agreement Runs with Land

22. This Agreement shall enure to the benefit of the Town, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Owner and its successors and assigns.

## Gender and Number

23. In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

In Witness whereof the Parties have signed this Agreement.

in the presence of ) **ERIC MERLE CALDER**  
)

) \_\_\_\_\_  
)  
) Date: \_\_\_\_\_

) **THE CORPORATION OF THE TOWN OF  
ORANGEVILLE**

)  
) \_\_\_\_\_  
) Lisa Post, Mayor

) Date: \_\_\_\_\_

)  
) \_\_\_\_\_  
) Carolina Khan, Clerk

)  
) Date: \_\_\_\_\_

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-  
7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416 585-7000



234-2022-4885

November 15, 2022

Your Worship  
Mayor Lisa Post  
Town of Orangeville  
[ckhan@orangeville.ca](mailto:ckhan@orangeville.ca)

Dear Mayor Post and Council:

Please accept my congratulations on your success in the recent municipal elections. I want to thank you for your decision to serve the public, and I look forward to working with you throughout the upcoming term.

As a former mayor, I know firsthand just how important municipal government is to Ontarians. I also know your constituents expect local government to be effective and responsive as you deliver critical local services, and that you expect the same in our relationship.

Throughout my time as Minister of Municipal Affairs and Housing, I have been proud to work with mayors and councils across Ontario to deliver on our shared priorities. I value the expertise and advice I have received from local governments, which has helped shape our decision-making to date.

There is much work ahead of us. Our government is working hard to make living in Ontario more affordable. Bill 23, the More Homes Built Faster Act, takes bold action to advance our plan to address the housing crisis by building 1.5 million homes across Ontario over the next 10 years. We will continue to work with all our municipal partners to get shovels in the ground and build more homes faster.

As we work together to serve the people of our great province, I want to hear about the challenges you face. I know that local representatives understand their communities and that you can help us ensure that local government is working harder, smarter and more efficiently. Best wishes to you and to council for success over the next four years.

Sincerely,

A blue ink signature of Steve Clark.

Steve Clark  
Minister



234-2022-4624

October 25, 2022

Good afternoon,

On October 25, 2022, our government released [More Homes Built Faster: Ontario's Housing Supply Action Plan 2022-2023](#) that proposes bold and transformative action to get 1.5 million homes built over the next 10 years.

Details about the range of measures in our plan can be found in the [news release here](#).

The More Homes Built Faster Plan proposes policies and tools that reflect recommendations from the [Housing Affordability Task Force Report](#) and builds on [More Homes, More Choice](#) and the [More Homes for Everyone Plan](#). Our plan also draws on many elements from AMO's 2022 A Blueprint for Action: An Integrated Approach to Address the Ontario Housing Crisis and ROMA's 2022 Task Force Report on Attainable Housing and Purpose-Built Rentals. These changes are providing a solid foundation to address Ontario's housing supply crisis over the long term and will be supplemented by continued action in the future.

Our government has also introduced the More Homes Built Faster Act, 2022, and is seeking feedback on the changes proposed under the legislation and associated regulations. Additionally, various housing and land use policy reviews – including a housing-focused policy review of A Place to Grow and the Provincial Policy Statement, with a theme of supporting rural and northern housing – are being undertaken to identify and remove barriers to getting more homes built. These and other related consultations can be found through the [Environmental Registry of Ontario and the Ontario Regulatory Registry](#).

We encourage you share this information with senior staff in the municipality and to inform the newly elected head of council and council members. Our government is building a strong foundation for action that will continue to ensure Ontario is a prosperous and growing province – and the best place in the world to call home. We look forward to continued collaboration with our municipal partners to get more homes built faster.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark  
Minister

- c. The Honourable Michael Parsa, Associate Minister of Housing  
Kate Manson-Smith, Deputy Minister  
Ryan Amato, Chief of Staff, Minister's Office  
Joshua Paul, Assistant Deputy Minister, Housing Division  
Municipal Chief Administrative Officers



November 1, 2022

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

Dear Members of Council:

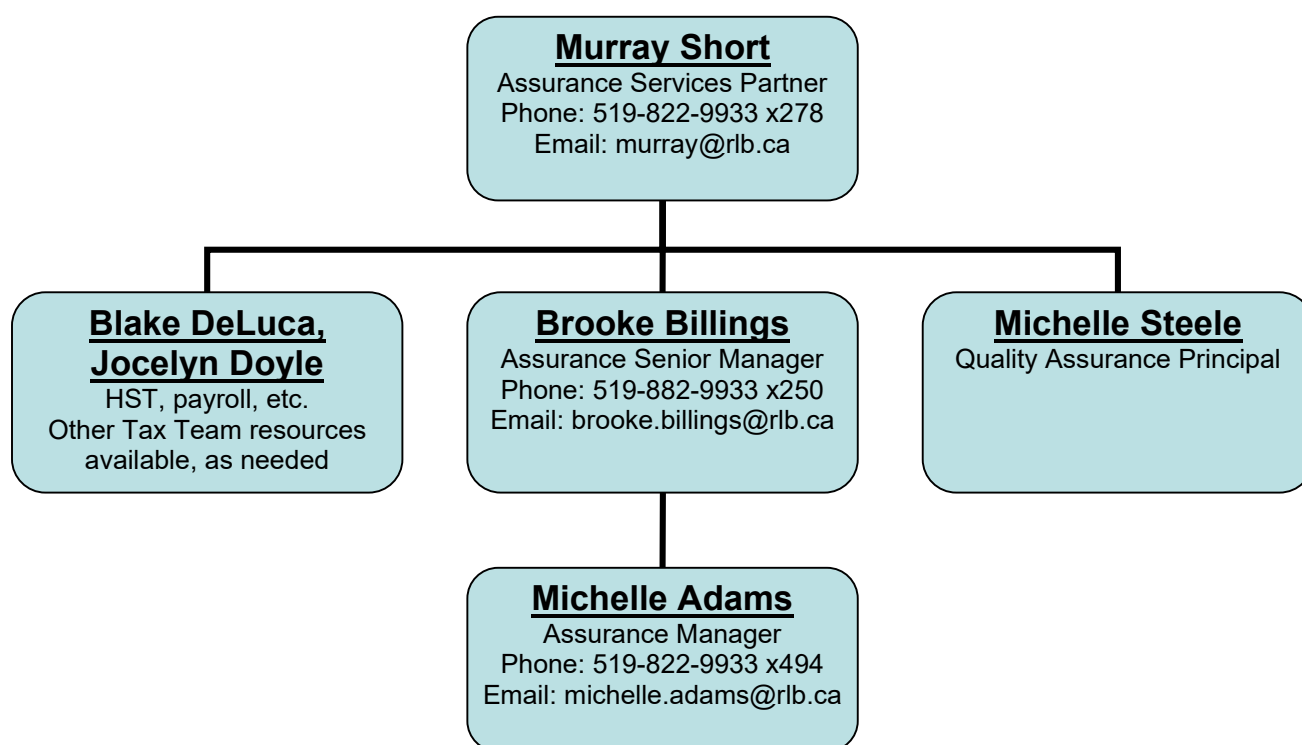
Thank you for re-appointing RLB LLP as auditors of The Corporation of the Town of Orangeville for the year ended December 31, 2022. The purpose of this letter is to communicate our 2022 audit plan for The Corporation of the Town of Orangeville and to ensure that management and Council are aware of the following:

- Objectives and scope of our audit
- Planned approach for the 2022 financial statement audit
- Update on issues that may impact the audit in current and future years
- Areas of emphasis

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

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

## RLB LLP's Assurance Service Team



## Financial Reporting Responsibilities

### *Council*

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

### *Management*

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

### *RLB LLP*

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

## Management Deliverables

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

## RLB LLP Deliverables

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

## Audit Approach

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

## Audit Timeline

Interim Audit Testing	December 7-8, 2022
Communication of Audit Plan to Management/Council	November 1, 2022
Year-end Testing	March 6-17, 2023
Reporting to Council	TBD
Issuance of Audit Report and Financial Statements	To follow Council approval

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

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

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

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

## **New Public Sector Accounting Standards**

There are no significant impacts anticipated from new standards on the financial reporting of your municipality for 2022.

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

- PS 1201: Financial Statement Presentation – expands the requirements for financial statement presentation and disclosure for various categories: financial assets, non-financial assets, revenues, expenses, and losses arising from asset impairment and changes in valuation allowances.
- PS 2601: Foreign Currency Translation – describes accounting treatment for foreign currency transactions, and how they should be presented and disclosed.
- PS 3041: Portfolio Investments – defines portfolio investments and describes accounting treatment and disclosure requirements.
- PS 3450: Financial Instruments – requires additional disclosure in the notes to the Financial Statements to include the various risk components of financial instruments: credit risk, currency risk, interest rate risk, liquidity and market risk.
- PS 3280: Asset Retirement Obligations – describes criteria if there is a legal obligation to remove the tangible capital asset and if the entity controls the tangible capital asset to be retired.

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

- PS 3400: Revenue – describes how to account for and report on revenue and specifically differentiates between revenue arising from transactions including and excluding performance obligations.
- PSG-8: Purchased Intangibles – describes the scope of intangibles that are now allowed to be recognized in the financial statements.
- PS 3160: Public private partnerships – establishes standards for the recognition, measurement, presentation, and disclosure for public private partnership arrangements.

## 2022 Audit Plan: Materiality

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

- Planning Materiality - \$2,200,000
- Materiality
  - Professional judgment that is made in the context of our knowledge, assessment of risk and reporting requirements
  - Very significant in determining the scope of our work
  - We will review all errors in excess of 2% of materiality

## Areas of Emphasis

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

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

Yours truly,

**RLB LLP**

Per:

A handwritten signature in dark ink, appearing to read 'Murray Short', is written over a light gray circular background.

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

**From:** [REDACTED]  
**To:** [CouncilAgenda; council](#)  
**Cc:** [REDACTED]  
**Subject:** Request to Keep Barriers Up at College Ave and Hansen  
**Date:** Saturday, October 1, 2022 1:29:23 AM

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Orangeville Council,

I am writing to state my concerns for the removal of the barriers separating College Ave and Hansen AGAIN. It has come to my attention that this matter will be brought back to council for another vote and that it's being kept quiet so that we don't have the ability to bring forth our concerns once again. This matter was brought to council already and voted down because it is not a safe solution for the residents in the area of College Ave. I'm extremely disappointed that this is back on the table at this time. College Ave was not built and is not capable of safely handling the immense amount of daily traffic it will see. Hansen has been built without many houses actually on it because it is a through way to connect the two sides of town. Nobody parks on Hansen and almost nobody is trying to back out onto Hansen. We already have issues with traffic everyday on this street and that is with a small fraction of what we would see if the barriers come down. We also have three walking schools in this neighbourhood, that see lots of children crossing College at several points up and down the street, many not accompanied by an adult. We already have huge issues with the bottle neck entering College everyday when parent park their cars pick up kids from school. Ever tried entering or exiting college Ave at that time of day? It's an accident waiting to happen. Everyone from the subdivision off Veterans Way purchased their homes with no other current option for coming or going than the one on Veterans Way, regardless of what they thought was going to happen to Hansen and when. There are more than double or triple the amount of homes/people/cars in that subdivision off Veterans Way than there are in the Edgewood Valley subdivision due to the larger piece of land and the high density homes built in that area. This high density building was ok because the Hansen through way would be able to handle the traffic every day, College Ave cannot. Everyone from that area that wishes to go anywhere east of Blind Line will be running up and down College Ave, and that will be most people due to the majority of our shopping is there and access to highway 10. Those of us on College Ave feel like we are going to pay the price for the failure to complete Hansen in a timely manner. There are far more people over in the Veterans Way subdivision to complain about the lack of access and due to the failure on someone's part to get this project finished. We (College Ave) have become a soother to help stop the complaining (of those who have a right to complain). Opening College Ave to this traffic is NOT the answer, STARTING AND FINISHING Hansen is the only answer. Please do not make Edgewood Valleys College Ave pay the price for others failures. One last thing about the addition of the four way stop at Fieldgate and College, if the barrier was to come down the back up of traffic at this intersection during school drop off/ pick up and morning/afternoon rush hour will be so immense that people will have problems getting out of their driveways in that area. I walk by the area where they are working on the bridge a lot and the job is being done, and when it is the road has been promised to go through. When Hansen is complete then is when the barrier should be removed, and not before.

Thank you for your time, I ask that you please listen to all the concerns and their merit... not just the ones that have the most people behind them or those who are the loudest.

Mike Nigro & Leticia Siasat  
College Ave residents





**NOTICE OF DECISION (REVISED)**  
**Under Section 17 and 22 of the *Planning Act R.S.O. 1990, C.P. 13 as amended***  
**TOWNSHIP OF EAST GARAFRAXA**  
**OFFICIAL PLAN AMENDMENT NO. 9**

**Subject: Amendment 9 to the Official Plan for the Township of East Garafraxa**

**County File No.: East Garafraxa OPA 9**

**Date of this notice: October 24, 2022**

**Last date of appeal: November 14, 2022**

**TAKE NOTICE** that on October 13, 2022 the County of Dufferin made a decision to **APPROVE Amendment 9** to the Official Plan for the Township of East Garafraxa, as adopted by the Township of East Garafraxa on July 19, 2022, as per County By-law 2022-44.

**Purpose and effect of this Amendment:**

The purpose of OPA No. 9 to the Township of East Garafraxa Official Plan 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.

**Land Affected**

The amendment affects all lands within the Township of East Garafraxa.

**Other applications affecting the subject lands:**

N/A

**For additional information:**

Copies of the Township of East Garafraxa OPA 9, as well as background information and the details of the decision, will be available for inspection at the County's municipal offices on an appointment basis (see contact information at the end of this notice). For further assistance, please contact Michelle Dunne, Clerk, County of Dufferin, by phone: 519-941-2816 Ext. 2504, or email: [clerk@dufferincounty.ca](mailto:clerk@dufferincounty.ca).

**When the decision will become final:**

The decision of the County of Dufferin is final if a notice of appeal is not received on or before the last day for filing a notice of appeal.

**When and how you may appeal:**

Take notice that an appeal to the Local Planning Appeal Tribunal in respect to all or part of this Official Plan Amendment may be made by filing a notice of appeal with the Clerk, attention Michelle Dunne, 30 Centre Street, Orangeville, ON L9W 2X1, within 20 days of this notice.

A notice of appeal, referring to the Subject information and File Number at the top of this notice, must be received in writing at the address at the end of this notice no later than 9 am on the last date of appeal shown at the top of this notice. The notice of appeal must:



- 1) be filed with The Corporation of the County of Dufferin, the approval authority, to the address below,
- 2) set out the specific part of the proposed official plan or plan amendment to which the appeal applies,
- 3) set out the reasons for appeal, and
- 4) be accompanied by the fee required by the Local Planning Appeal Tribunal payable to "Minister of Finance".

If you wish to appeal to the Ontario Lands Tribunal (OLT) an appeal form is available online at <https://olt.gov.on.ca>.

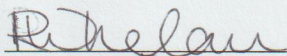
**Who can file an appeal:**

As per Section 17(36) of the *Planning Act*, only the Minister, the applicant, and a person or public body who, before the amendment was adopted, made oral submissions at a public meeting or written submissions to the council, may appeal the decision of the approval authority.

As per Section 8 of Ontario Regulation 543/06, only individuals, corporations, or public bodies may appeal a decision of the approval authority to the Local Planning Appeal Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filled in the name of an individual who is a member of the association or the group on its behalf.

No person or public body shall be added as a party to the hearing of the appeals unless, before the plan was adopted, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the Local Planning Appeal Tribunal, there are reasonable grounds to add the person or public body as a party.

Dated: Oct 24, 2022



Rebecca Whelan, Deputy Clerk, County of  
Dufferin

The Corporation of the County of Dufferin

30 Centre Street

Orangeville, ON L9W 2X1

Telephone: 519.941.2816 ext. 2504

Facsimile: 519.941.4565





**NOTICE OF DECISION**  
**Under Section 17 and 22 of the *Planning Act R.S.O. 1990, C.P. 13 as amended***  
**TOWNSHIP OF Mulmur**  
**OFFICIAL PLAN AMENDMENT NO. 4**

**Subject: Amendment 4 to the Official  
Plan for the Township of  
Mulumur**

**County File No.: Mulmur OPA 4**

**Date of this notice: October 13, 2022**

**Last date of appeal: November 2, 2022**

**TAKE NOTICE** that on October 13, 2022 the County of Dufferin made a decision to **APPROVE Amendment 4** to the Official Plan for the Township of Mulmur, as adopted by the Township of Mulmur on October 5, 2022, and modified as per Schedule A of County By-law 2021-19.

**Purpose and effect of this Amendment:**

The purpose of OPA No. 4 to the Township of Mulmur Official Plan is to

- Provide a new vision for Mulmur to become a Garden Township in section 3;
- Reorganization of sections 4 (Vision and Guiding Principles) and 5 (General Development Policies) to group similar subject matter;
- Update the definition of Rural Character to reflect community comments and Planning Advisory Committee input;
- Remove the Niagara Escarpment Plan policies and mapping and replace with a general over-arching policy;
- Update Scenic Resources and Features to a new viewshed policy that focuses on the lands outside of the Niagara Escarpment and also protect dark-sky to reflect community comments;
- Update the on-farm diversified policies to reflect the Ontario Implementation Guidelines and Planning Advisory Committee input;
- Update the requirements for a complete application to create a more usable format and more exhaustive list of possible study requirements
- Allow delegation of approval authority for minor zoning application to staff;
- Update Part C, Implementation and D, Interpretation to reflect current tools and legislation; and
- Remove duplication and simplify the policies.

**Land Affected**

The amendment affects all lands within the Township of Mulmur.

**Other applications affecting the subject lands:**

N/A

**For additional information:**

Copies of the Township of Mulmur OPA 4, as well as background information and the details of the decision, will be available for inspection at the County's municipal offices on an appointment basis (see contact information at the end of this notice). For further assistance, please contact

Michelle Dunne, Clerk, County of Dufferin, by phone: 519-941-2816 Ext. 2504, or email: [clerk@dufferincounty.ca](mailto:clerk@dufferincounty.ca).

**When the decision will become final:**

The decision of the County of Dufferin is final if a notice of appeal is not received on or before the last day for filing a notice of appeal.

**When and how you may appeal:**

Take notice that an appeal to the Local Planning Appeal Tribunal in respect to all or part of this Official Plan Amendment may be made by filing a notice of appeal with the Clerk, attention Michelle Dunne, 30 Centre Street, Orangeville, ON L9W 2X1, within 20 days of this notice.

A notice of appeal, referring to the Subject information and File Number at the top of this notice, must be received in writing at the address at the end of this notice no later than 4:30 pm on the last date of appeal shown at the top of this notice. The notice of appeal must:

- 1) be filed with The Corporation of the County of Dufferin, the approval authority, to the address below,
- 2) set out the specific part of the proposed official plan or plan amendment to which the appeal applies,
- 3) set out the reasons for appeal, and
- 4) be accompanied by the fee required by the Local Planning Appeal Tribunal payable to "Minister of Finance".

If you wish to appeal to the Ontario Lands Tribunal (OLT) an appeal form is available from the LPAT website at <https://olt.gov.on.ca>.

**Who can file an appeal:**

As per Section 17(36) of the *Planning Act*, only the Minister, the applicant, and a person or public body who, before the amendment was adopted, made oral submissions at a public meeting or written submissions to the council, may appeal the decision of the approval authority.

As per Section 8 of Ontario Regulation 543/06, only individuals, corporations, or public bodies may appeal a decision of the approval authority to the Local Planning Appeal Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filled in the name of an individual who is a member of the association or the group on its behalf.

No person or public body shall be added as a party to the hearing of the appeals unless, before the plan was adopted, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the Local Planning Appeal Tribunal, there are reasonable grounds to add the person or public body as a party.



Rebecca Whelan, Deputy Clerk, County of  
Dufferin

Dated: Oct 14, 2022

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The Corporation of the County of Dufferin

30 Centre Street

Orangeville, ON L9W 2X1

Telephone: 519.941.2816 ext. 2504

Facsimile: 519.941.4565

**From:** Michelle Hargrave <mhargrave@dufferincounty.ca>  
**Sent:** Wednesday, October 19, 2022 11:02 AM  
**To:** Carolina Khan <[ckhan@orangeville.ca](mailto:ckhan@orangeville.ca)>;  
**Subject:** FW: Township of Mulmur Resolution: Primrose Elementary School

Good Morning,

At it's regular meeting on October 13, 2022, Dufferin County Council passed the following resolution:

THAT Council supports the resolution from the Township of Mulmur, dated October 6, 2022, regarding water supply issues at Primrose Elementary School.

The Township of Mulmur's resolution is attached.

Thank you,  
Michelle Hargrave

**Michelle Hargrave | Administrative Support Specialist | Corporate Services**  
**County of Dufferin** | Phone: 519-941-2816 Ext. 2506 | [mhargrave@dufferincounty.ca](mailto:mhargrave@dufferincounty.ca) | 30 Centre Street, Orangeville, ON L9W 2X1



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**

October 6, 2022

## **PRIMROSE ELEMENTARY SCHOOL**

---

At the meeting held on October 5, 2022, Council of the Township of Mulmur passed the following resolution regarding the Primrose Elementary School.

### **Moved by Cunningham and Seconded by Hawkins**

WHEREAS the Primrose Elementary School has been experiencing drinking water and water supply issues since 2019;

AND WHEREAS the Upper Grand District School Board committed to solving the water issues over the summer of 2022;

AND WHEREAS the Primrose Elementary School has been operating with limited, restricted and/or no running water since the beginning of September 2022;

AND WHEREAS Mulmur values the essential role that Primrose Elementary School plays in community cohesion, pride and the wellbeing of Mulmur's citizens;

NOW THEREFORE Mulmur Council requests that the Province and Upper Grand District School Board use all means and tools available to it, to expedite the process for addressing the drinking water issues and installing a new well at the Primrose Elementary School;

AND FURTHERMORE THAT this resolution be forwarded to the Premier of Ontario, Ministry of Education, Upper Grand District School Board and all Dufferin County municipalities.

**CARRIED.**

Sincerely,

*Roseann Knechtel*

Roseann Knechtel, Deputy Clerk/Planning Coordinator





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**

October 6, 2022

## **PRIMROSE ELEMENTARY SCHOOL**

---

At the meeting held on October 5, 2022, Council of the Township of Mulmur passed the following resolution regarding the Primrose Elementary School.

### **Moved by Cunningham and Seconded by Hawkins**

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NOW THEREFORE Mulmur Council requests that the Province and Upper Grand District School Board use all means and tools available to it, to expedite the process for addressing the drinking water issues and installing a new well at the Primrose Elementary School;

AND FURTHERMORE THAT this resolution be forwarded to the Premier of Ontario, Ministry of Education, Upper Grand District School Board and all Dufferin County municipalities.

**CARRIED.**

Sincerely,

*Roseann Knechtel*

Roseann Knechtel, Deputy Clerk/Planning Coordinator



TOWNSHIP OF EAST GARAFRAXA  
065371 DUFFERIN COUNTY ROAD 3 • UNIT 2  
EAST GARAFRAXA • ON • L9W 7J8  
T: 226-259-9400 • TOLL FREE: 877-868-5967 • F: 1-226-212-9812  
[www.eastgarafraxa.ca](http://www.eastgarafraxa.ca)

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October 18, 2022

Minister of Municipal Affairs and Housing  
777 Bay Street 17th Floor  
Toronto ON M7A 2J3

Email: [Steve.Clark@pc.ola.org](mailto:Steve.Clark@pc.ola.org)

Attention: The Honourable Steve Clark

**Re: Town of Wasaga Beach – Strong Mayors, Building Homes Act**

The Council of the Township of East Garafraxa, at the regular Electronic Council meeting held on September 27, 2022 passed the following resolution:

**MOVED BY STIRK , SECONDED BY BANFIELD  
BE IT RESOLVED THAT**

Council do hereby support the Town of Wasaga Beach resolution dated August 18, 2022 regarding the Strong Mayors, Building Homes Act in response to the Ministry of Municipal Affairs and Housing correspondence dated August 10, 2022;

And further that Council directs staff to send a letter of support to the Minister of Municipal Affairs and Housing.

**CARRIED**

A copy of the Town of Wasaga Beach correspondence regarding the Strong Mayors, Building Homes Act is enclosed for your reference.

Trusting you find this satisfactory.

Yours truly,

Susan M. Stone, AMCT  
CAO  
Township of East Garafraxa  
SMS:sp

Enclosure



August 19, 2022

The Honourable Steve Clark  
Minister of Municipal Affairs and Housing  
777 Bay Street  
17<sup>th</sup> Floor  
Toronto ON  
M7A 2J3

Dear Minister Clark:

**Re: Strong Mayors, Building Homes Act**

Please be advised that the Council of the Town of Wasaga Beach, during their August 18, 2022 Council meeting adopted the following resolution:

"That Council receive the letter dated August 10, 2022 from the Ministry of Municipal Affairs and Housing pertaining to Strong Mayors, Building Homes Act, for information;

And further that a letter be sent to the Minister of Municipal Affairs and Housing outlining these proposed powers are not appropriate and to outline other ways for the province to institute housing and other matters, and that the motion be circulated to all Ontario municipalities."

The Town of Wasaga Beach Council does not support the Strong Mayors, Building Housing Act as the proposed changes will not demonstratively speed up the construction of housing and will erode the democratic process at the local level where members of Council have to work together to achieve priorities. What is needed to speed up construction of housing is greater authority for local municipalities to approve development without final clearances from outside agencies after they have been given reasonable time to provide such clearances.

Your favourable consideration of this matter is appreciated.

Should you have any questions, please contact me at [mayor@wasagabeach.com](mailto:mayor@wasagabeach.com) or (705) 429-3844 Ext. 2222.

Yours sincerely,

Nina Bifulchi  
Mayor

c. Members of Council  
All Ontario Municipalities



**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



234-2022-3540

August 10, 2022

Dear Head of Council:

As Ontarians face the rising cost of living and a shortage of homes, our government was re-elected with a strong mandate to help more Ontarians find a home that meets their needs.

Our government also made an election promise to build 1.5 million new homes for the people of Ontario over the next 10 years to address the housing supply crisis.

I am pleased to inform you that our government introduced the proposed Strong Mayors, Building Homes Act on August 10, 2022, that, if passed, would make changes to the *Municipal Act, 2001*, *City of Toronto Act, 2006*, and the *Municipal Conflict of Interest Act*. These amendments would empower mayors in the City of Toronto and City of Ottawa to deliver on shared provincial-municipal priorities and get more homes built faster.

If passed, the proposed changes impacting the City of Toronto and City of Ottawa are intended to take effect on November 15, 2022, which is the start of the new municipal council term. Other growing municipalities could follow at a later date.

If you have any comments or feedback regarding these proposed changes, you may submit them to the Ministry of Municipal Affairs and Housing at:  
[StrongMayors@ontario.ca](mailto:StrongMayors@ontario.ca).

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark  
Minister



## **Minutes of a Committee of Adjustment Meeting**

### **Electronic Participation**

**August 3, 2022, 6:00 p.m.**

**Chair and Secretary-Treasurer Participating Remotely  
The Corporation of the Town of Orangeville**

Members Present:     A. Howe  
                              R. Baldassara  
                              S. Wilson  
                              Councillor Taylor

Staff Present:         L. Russell, Senior Planner  
                              T. MacDonald, Acting Secretary-Treasurer

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#### **1. Call to Order**

Note: Alan Howe Chaired the meeting as Member Wilson was experiencing technical issues.

The meeting was called to order at 6:02 p.m.

#### **2. Disclosures of (Direct or Indirect) Pecuniary Interest**

None.

#### **3. Adoption of Minutes of Previous Meeting**

Moved by Todd Taylor

That the minutes of the following meeting are approved:

2022-06-01 Committee of Adjustment Minutes

**Carried**

#### **3.1 2022-06-01 Committee of Adjustment**

#### **4. Statutory Public Hearing**

##### **4.1 File No. A10/22 - 71 Mill Street**

##### **4.1.1 Planning Report - A-10-22 - 71 Mill Street**

The Chair asked if anyone wished to speak in favour of the application.

Damian Stezinar, the applicant spoke in favour of the application and indicated that the property has become home to his family and it is currently challenging with no place to park a vehicle and no extra storage space.

The Chair asked for questions from the committee and there were none.

Councillor Taylor commented that the variance seemed to be an attractive addition to the community.

Moved by Scott Wilson

**That Planning Report – A10-22 – 71 Mill Street, be received;**

**And that correspondence from Teagan and Laszlo Pandy in support of the application, be received;**

**And that the Minor Variance Application (File No. A10-22) to increase the maximum height of an accessory building from 4.3 metres to 5.8 metres, to reduce the minimum interior side yard setback of an accessory building from 1.2 metres to 0.60 metres, to increase the maximum lot coverage for accessory buildings from 10% to 11%, and to increase the maximum lot coverage from 35% to 36%, be approved, generally in accordance with the submitted site plan.**

**Carried**

## **4.2 File No. A11/22 - 311A Broadway**

### **4.2.1 Planning Report - A11-22 - 311A Broadway**

The Chair asked if there was anyone wishing to speak in support of the application and Sonia McDonald, a community member who would like to move into the property spoke in favour of the application and referenced the difficulty in obtaining a suitable rental.

The Chair asked if there were any questions or comments from the committee.

Councillor Wilson asked if the two year option been discussed with the owner.

Larysa Russell, Senior Planner indicated that the two year option has been agreed upon which is appropriate given it is not being completed through a temporary use by law which typically has a length of three years.

Councillor Taylor commented on his support of the application.

Moved by Todd Taylor

**That Planning Report – A11-22 – 311A Broadway, be received;**

**And that the Minor Variance Application (File No. A11-22) to permit an office in an existing building, be approved, subject to the following condition:**

- 1. That the variance be approved for a temporary period of two (2) years from the date of the Committee's decision.**

**5. Items for Discussion**

Councillor Taylor inquired if the committee would continue to meet in the period running up to the Municipal Election.

Tracy Macdonald, Acting Secretary-Treasurer indicated that the committee would continue to meet on a monthly basis so long as an application is submitted.

**6. Correspondence**

None.

**7. New Business**

The committee inquired as to applications for the next meeting and at this time there are no applications.

**8. Date of Next Meeting**

The next meeting is scheduled for September 7, 2022 at 6:00 p.m.

**9. Adjournment**

The meeting was adjourned at 6:22 p.m.



## **Minutes of a Committee of Adjustment Meeting**

### **Electronic Participation**

**October 5, 2022, 6:00 p.m.**

**Chair and Secretary-Treasurer Participating Remotely**

**The Corporation of the Town of Orangeville**

Members Present:     Alan Howe  
                               Rita Baldassara  
                               S. Wilson  
                               Todd Taylor

Staff Present:         L. Russell, Senior Planner  
                               T. MacDonald, Acting Secretary-Treasurer

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**1.     Call to Order**

**2.     Disclosures of (Direct or Indirect) Pecuniary Interest**

None.

**3.     Adoption of Minutes of Previous Meeting**

Moved by Rita Baldassara

That the minutes of the following meeting are approved:

2022-08-03 Committee of Adjustment Minutes

**Carried**

**3.1    2022-08-03 Committee of Adjustment**

**4.     Statutory Public Hearing**

**4.1    File No. A12/22 - 3 Paisley Way**

**4.1.1   Planning Report - A12-22 - 3 Paisley Way**

The Chair asked if anyone wished to speak in favour of the application.

Chetan Sachdeva spoke in favour of the application and outlined the minor nature of the application.

The owner of the property spoke in favour of the application and requested that the committee approve the application.

The Chair asked if anyone else wished to speak in favour of the application and there were none.

The Chair asked if anyone wished to speak in opposition to the application and there were none.

Moved by Todd Taylor

**That Planning Report – A12-22 – 3 Paisley Way be received;**

**And that the Minor Variance Application (File No. A12-22) to increase the maximum permitted rear yard encroachment from 0.6 metres to 1.7 metres in order to permit the construction of stairs for access into an accessory apartment, be approved, generally in accordance with the submitted Site Plan;**

**And that the report from Orangeville Hydro dated September 16, 2022, be received;**

**And that the report from Annie Li, Planner, Planning and Development Services, Credit Valley Conservation, dated September 16, 2022, be received.**

**Carried**

**4.1.2 Report from Orangeville Hydro dated September 16, 2022**

**4.1.3 Report from Annie Li, Planner, Planning and Development Services, Credit Valley Conservation dated September 16, 2022**

**5. Items for Discussion**

**5.1 2023 Calendar of Meeting Dates**

Moved by Rita Baldassara

That the 2023 Calendar of Meeting Dates be received.

**Carried**

**6. Correspondence**

None.

**7. New Business**

None.

**8. Date of Next Meeting**

The next meeting is scheduled for November 2, 2022.

**9. Adjournment**

The meeting was adjourned at 6:08 p.m.



## Minutes of the Official Plan Steering Committee

April 19, 2022, 7:00 p.m.

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

Members Present: S. Brown, Mayor  
G. Peters, Councillor  
T. Taylor, Councillor  
J. Bertrand  
L. Addy  
J. Jackson  
M. Rowley  
W. Edwards  
P. Janssen  
R. Hough

Staff Present: B. Ward, Manager of Planning  
L. Russell, Senior Planner  
T. MacDonald, Assistant Clerk  
B. Carmount, Administrative Assistant, Building and Planning

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### 1. Call to Order

Tracy MacDonald, Assistant Clerk called the meeting to order at 7:00 p.m.

### 2. Appointment of Chair and Vice Chair

Tracy MacDonald, Assistant Clerk called for nominations for Chair.

Moved by Mayor Brown

That Rodney Hough be appointed as Chair of the Official Plan Steering Committee.

**Carried**

Chair Hough was experiencing audio difficulty. Tracy MacDonald, Assistant Clerk called for nominations for Vice Chair.

Moved by Councillor Taylor

That Councillor Grant Peters be appointed as Vice Chair of the Official Plan Steering Committee.

**Carried**

Chair Hough was continuing to experience audio difficulty and Vice Chair Peters chaired the meeting.

### 3. Disclosures of (Direct or Indirect) Pecuniary Interest

None.

**4. Adoption of Minutes of Previous Meeting**

None.

**5. Presentations**

**5.1 Tracy MacDonald, Assistant Clerk, Committee Training**

Tracy MacDonald, Assistant Clerk provided an overview of committee policies and procedures.

**5.2 Introductions**

Each committee member provided a brief introduction.

**6. Items for Discussion and Reports**

**6.1 Official Plan Report**

Brandon Ward, Manager of Planning provided a brief overview of the official plan review process and next steps.

There was discussion amongst committee members regarding affordable housing, shared housing, commercial and residential units, appeal rights of the Ontario Land Tribunal, and the role of the Official Plan for future Council decisions.

**6.2 Schedule of Meetings**

A schedule of meetings was proposed for the 3<sup>rd</sup> Tuesday of every month at 7:00 p.m. This schedule created attendance conflicts for some committee members. A new schedule of meetings was proposed for the 2<sup>nd</sup> Thursday of every month at 7:00 p.m. The committee has tentatively agreed for further discussion at the next meeting.

**7. Correspondence**

None.

**8. New Business**

None.

**9. Date of Next Meeting**

The next meeting date is scheduled for Thursday, May 12, 2022 at 7:00 p.m.

**10. Adjournment**

Meeting was adjourned at 7:50 p.m.





## Minutes of the Official Plan Steering Committee

August 18, 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  
T. Taylor, Councillor  
T. Brett

Members Absent: W. Edwards  
P. Janssen  
G. Peters, Councillor

Staff Present: B. Ward, Manager of Planning  
L. Russell, Senior Planner

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### 1. Call to Order

The meeting was called to order at 5:16 p.m.

### 2. Disclosures of (Direct or Indirect) Pecuniary Interest

None.

### 3. Adoption of Minutes of Previous Meeting

Moved by James Jackson

That the minutes of the following meeting are approved:

2022-07-14 Official Plan Steering Committee Minutes

**Carried**

### 4. Presentations

#### 4.1 Staff Presentation - Implementation and Future Growth

B. Ward, Manager of Planning, provided a presentation regarding Implementation and Future Growth (Phase 2 of the Official Plan and current County MCR process). The Committee discussed the presentation and asked questions of staff.

### 5. Items for Discussion and Reports

#### 5.1 Healthy Environment – Response to Comments from July 14, 2022 Meeting, NA

Moved by Todd Taylor, Councillor

That the comment responses relating to the Healthy Environment Key Review Area, be received and endorsed by the Committee.

**Carried**

**6. Correspondence**

None.

**7. New Business**

None.

**8. Date of Next Meeting**

The next meeting is scheduled for September 8, 2022 at 5:00 p.m.

**9. Adjournment**

The meeting was adjourned at 6:10 p.m.

## **Minutes**

### **Orangeville BIA Board of Management Meeting**

Thursday, February 17<sup>th</sup>, 2022 at 0700

Electronic Meeting conducted via Zoom

OBIA Chair, 34 Mill Street, Orangeville, ON

OBIA General Manager/Recording Secretary, Mono ON

**Members:** M. Beattie, T. Brett, Councilor Sherwood, J. Thurgood-Burnett,  
D. Nairn, R. Hough, N. Moniz  
**Guests:** S. Koroscil, Koros Games; Nancy & Sheri; CryNot Dufferin  
**Regrets:** H. Hochmeister  
**Absent:** S. Koroscil

1. Call to Order – 7:00 am
2. Declaration of Pecuniary Interest - none
3. Attendance – as listed above
4. Land Acknowledgement: Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.
5. Minutes  
Moved by D. Sherwood, T. Brett Carried.  
Motion to approve Minutes of OBIA 2022 AGM & OBIA Board of Management Meeting January 20, 2022
6. CryNot Dufferin Human Trafficking presentation – Nancy F. presented Crynot video and presentation. OBIA will share information with membership about online event being held on Feb. 22/22.
7. 48-52 Broadway Proposed Development – 3-D virtual modelling will be essential in determining all new multi-level BIA zone developments.
8. Strategic Plan – Staff to move forward in the fall with Cypress Strategies.
9. Branding – Deferred to March 2022.
10. Staff remuneration  
Moved by D. Sherwood, M. Beattie Carried.  
Motion to approve 2% CIP increase for all OBIA staff.
11. Committee Appointments (Heritage Orangeville & Official Plan Steering Committee)  
Moved by D. Sherwood, T. Brett Carried.  
Motion to appoint R. Hough to the Town of Orangeville Official Plan Steering Committee.  
Moved by R. Hough, D. Nairn Carried.  
Motion to appoint T. Brett to the Town of Orangeville Heritage Orangeville Committee.
12. Staff Updates
  - 12.1. Better Together Task Force Update – Hometown Tourist promo in development.  
Summer activities are being planned. Staff to provide a written Task Force report going forward.
  - 12.2. Ambassador's Report – as provided.
  - 12.3. Farmers' Market Report – as provided.
  - 12.4. GM's Report – as provided.
13. Financial Report – Deferred.
14. New Business – Lack of taxi and ride share services are a challenge for restaurants. Vehicle for Hire Public Meeting is being held on March 7<sup>th</sup>. Staff to send out information to members on how they can submit their comments/concerns about the proposed updates to the bylaw.
15. Adjournment – 8:37

## **Minutes**

### **Orangeville BIA Board of Management Meeting**

Thursday, March 17<sup>th</sup>, 2022 at 0700

Electronic Meeting conducted via Zoom

OBIA Chair, 34 Mill Street, Orangeville, ON

OBIA General Manager/Recording Secretary, Mono ON

**Members:**     **M. Beattie, T. Brett, , Councilor Sherwood, J. Thurgood-Burnett, D. Nairn, R. Hough, N. Moniz**

**Regrets:**     **H. Hochmeister**

**Guests:**     **S. Koroscil, Koros Games**

1. Call to Order – 7:02 am
2. Declaration of Pecuniary Interest - None.
3. Attendance – As listed above.
4. Land Acknowledgement - Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.
5. Minutes  
Moved by D. Nairn, T. Brett Carried.  
Motion to approve OBIA Board of Management Minutes of February 17<sup>th</sup> , 2022
6. Strategic Plan  
Moved by R. Hough, J. Thurgood Carried.  
Motion to contract Cypress Strategies to develop the OBIA Strategic Plan Update.
7. Branding – RFP has been released with a closing date of April 18<sup>th</sup>, 2022.
8. Orangeville Mayor's Prayer Breakfast Invitation – Shared.
9. OBIA Board meetings format (in-person / virtual) – No change in meeting schedule or format at this time.
10. OBIAA Conference  
Moved by R. Hough, D. Nairn Carried.  
Motion to increase the Conference/Training budget allocation as necessary to accommodate price increases for all 3 staff members to attend (if available).
11. 2022 Events/Initiatives – Staff to survey restaurants regarding participation in the Taste of Orangeville.
12. Vehicle for Hire Bylaw – A. Scheel to draft comments as directed in response to the public meeting.
13. Staff Updates
  - 13.1. Better Together Task Force Update – as provided.
  - 13.2. Ambassador's Report – as provided.
  - 13.3. Farmers' Market Report – as provided.
  - 13.4. GM's Report - as provided.
14. Financial Report - as provided.
15. New Business – none.
16. Adjournment – 8:09 am

## **Minutes**

### **Orangeville BIA Board of Management Meeting**

Thursday, May 19<sup>th</sup>, 2022 at 0700 - Electronic Meeting conducted via Zoom

OBIA Chair, 34 Mill Street, Orangeville, ON

OBIA General Manager/Recording Secretary, Mono ON

More information about this meeting and how to attend may be found at

<https://downtownorangeville.ca/obia-info/members/>

**Members:** **M. Beattie, T. Brett, , Councilor Sherwood, J. Thurgood-Burnett, D. Nairn, R. Hough, N. Moniz, H. Hochmeister**

**Guests:** **S. Koroscil, Koros Games; Better Together Task Force Members – J. Sproule, D. Middlebrook, C. Eisses, J. Waddington**

1. Call to Order – 7:00 am
2. Declaration of Pecuniary Interest – none.
3. Attendance – as listed above.
4. Land Acknowledgement - Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.
5. Minutes  
Moved by D. Nairn, R. Hough Carried.  
Motion to approve OBIA Board of Management Minutes of April 21st, 2022, Special Meeting Minutes of April 26<sup>th</sup>, 2022 and Board Executive Minutes of May 12, 2022.
6. Branding Update – Board members are encouraged to make interview appointments with Aubs & Mugg.
7. Community Improvement Plan (CIP) Draft – OBIA comments were submitted to Town staff.
8. 48 – 52 Broadway Zoning Bylaw and Official Plan Amendments Application  
Moved by R. Hough, T. Brett Carried.  
Motion to direct staff to submit comments expressing the BIA's concerns with reducing the number of required residential parking spaces from 1.5 to 1.
9. Blues & Jazz Shuttle Bus Service / Free Transit – The Town will provide free transit service all day Friday and Saturday. Free shuttle service will be provided from 8 pm Friday/6 pm Saturday until 1 am.
10. Blues & Jazz Festival Portable Washrooms  
Moved by D. Sherwood, J. Thurgood-Burnett Carried.  
Motion to rent 7 portable washrooms (including at least one accessible unit) for Mill Street for the duration of the Blues & Jazz weekend due to the addition of of the Mill Street stage, extended restaurant patios, outside vendors, and based on member feedback that public washrooms access is inadequate, especially during events and this puts an undo burden on members' facilities. Estimated Cost: \$1500
11. Pedestrian Mall – Correspondance was sent to Mayor Brown outlining the BIA's position on pedestrian mall events in 2022.
12. Virtual Meeting Recordings  
Moved by R. Hough, T. Brett Carried.  
Motion to amend the OBIA's Policies and Procedures as follows:  
With the exception of the Annual General Meeting, virtual meetings are recorded as a staff reference to ensure that the minutes are recorded accurately in absence of in-person visual references. Recordings are not kept for the purposes of public distribution as attendees have not consented to such distribution. All OBIA Board and Task Force meetings are open for the public to attend, and once approved, Minutes are the official record of meetings.
13. Staff Updates
  - 13.1. Better Together Task Force Report, Mural Recommendations, Resignation – as provided.
  - 13.2. Ambassador's Report – as provided.

13.3.Farmers' Market Report – as provided.

13.4.GM's Report – as provided. Staff to add vacant property addresses to the report going forward.

14. Financial Report – as provided. Due to new a new payroll system/staff training, payroll entries are not current. This should be rectified in the coming weeks.

15. Task Force Correspondance, Report, and Discussion

Moved by T. Brett, R. Hough

Carried.

Motion:

That the OBIA Board of Management acknowledges that member engagement and customer attraction are key OBIA priorities and that the Better Together Task Force engages members in development of customer attraction initiatives.

And that the OBIA Board of Management acknowledges that changes need to be implemented to address the concerns raised by Better Together Task Force members and OBIA staff regarding communication, productivity, and governance.

And that the Better Together Task Force will be on hiatus until September 2022 to give Task Force members time to consider and research ideas and priorities for 2023, to provide an opportunity to recruit new Task Force members. All Task Force initiatives will be put on hold until the Task Force reconvenes in the fall, with the exception of the following initiatives currently in progress:

- Spring Decorating - in progress
- Broadway Grande Metal Sculpture – in progress
- Broadway Grande Trees – in progress
- July Music in the Park Concert Series – in progress
- Additional Halloween Décor – planning
- Additional Christmas Décor - planning

16. New Business – R. Hough provided a brief update on the Official Plan Steering Committee. Board members to any concerns/comments to staff before OBIAA election issues is sent to candidates.

17. Adjournment – 8:03 am

Moved by J. Thurgood-Burnett

Carried.

Motion to Adjourn

## **Minutes**

### **Orangeville BIA Board of Management Meeting**

Thursday, June 16<sup>th</sup>, 2022 at 0700 - Electronic Meeting conducted via Zoom

OBIA Chair, 34 Mill Street, Orangeville, ON

OBIA General Manager/Recording Secretary, Mono ON

More information about attending meetings may be found at

<https://downtownorangeville.ca/obia-info/members/>

**Members:** T. Brett, , Councilor Sherwood, J. Thurgood-Burnett, D. Nairn, R. Hough, N. Moniz, H. Hochmeister  
**Guests:** S. Koroscil, Koros Games  
**Delegation** H. Vanderhorst, Program Manager / Dufferin Area Family Health Team; D. Dimakos Shevchenko, Program Support Lead / Dufferin Area Family Health Team  
**Regrets:** M. Beattie

1. Call to Order - 7:00 am
2. Declaration of Pecuniary Interest - none
3. Attendance – as listed above
4. Land Acknowledgement - Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.
5. Minutes  
Moved by D. Sherwood, D. Nairn Carried.  
Motion to approve OBIA Board of Management Minutes of May 19<sup>th</sup> 2022.
6. Delegation – Caregivers in the Hills Presentation: H. Vanderhorst, Program Manager / Dufferin Area Family Health Team; D. Dimakos Shevchenko, Program Support Lead / Dufferin Area Family Health Team. OBIA staff will share information with members and will determine an appropriate donation amount for new registrant gifts.
7. Mill Park Directional Signage  
Moved by R. Hough, D. Nairn Carried.  
Motion to approve up to \$3000 for purchase and installation of directional sign for Mill Park.
8. Notice of a Site Plan Application: Lot East of 35 Armstrong Street, File No. SPA-2022-04.  
<https://www.dropbox.com/sh/3bcu9150zyyukkl/AACRN9KulpNxxTSD0ZnNQQ8Qa?dl=0> –  
Discussion deferred to July Board meeting.  
Moved by D. Sherwood, R. Hough Carried.  
Motion to receive correspondence from J. Sammut dated June 14, 2022.
9. Notice of Complete Application and Public Meeting - Zoning By-Law Amendment for 3 Zina St.  
[https://www.dropbox.com/sh/k8k9sh42d66p58a/AABftDVq0JSaDE\\_-DFbKOIWya?dl=0](https://www.dropbox.com/sh/k8k9sh42d66p58a/AABftDVq0JSaDE_-DFbKOIWya?dl=0)  
Moved by R. Hough, H. Hochmeister Carried.  
Motion to submit the following comments in response: The OBIA is excited by the redevelopment of this property and understands the site limitations. The OBIA would like to see 1 parking space per residential unit (either on or off site).
10. Blues & Jazz Preliminary Report – The Festival was well attended and feedback from the public and businesses was very positive.  
Moved by R. Hough, T. Brett Carried.  
Motion to receive OBJ correspondence/preliminary results.
11. Staff Updates
  - 11.1. Better Together Task Force Initiative Update - All Board approved project are in various stages of progress.
  - 11.2. Member Ambassador Report – as provided.
  - 11.3. Farmers' Market Report – as provided.
  - 11.4. GM's Report - as provided.
12. Financial Report - as provided.

13. New Business

13.1. Sidewalk reconstruction costs have increased due to inflation etc. and is now expected to cost \$2m. The BIA and Town will be collaborating on a communications plan. BIA staff are working on construction promos and initiatives.

13.2. R. Hough has declared a future conflict of interest in his duties as Chair of the Town of Orangeville's Official Plan Steering Committee and has resigned from the committee. T. Brett has volunteered to take Rodney's place as the BIA's representative.

Moved by D. Nairn, D. Sherwood

Carried.

Motion to accept R. Hough's resignation from the Official Plan Steering Committee and to appoint T. Brett as the BIA's representative.

14. Adjournment

Moved by D. Nairn, J. Thurgood

Carried.

Motion to adjourn at 8:34 am



## **Minutes**

### **Orangeville BIA Board of Management Meeting**

Thursday, July 21<sup>th</sup>, 2022 at 0700 - Electronic Meeting conducted via Zoom

OBIA Chair, 34 Mill Street, Orangeville, ON

OBIA General Manager/Recording Secretary, Mono ON

More information about this meeting and how to attend OBIA meetings may be found at

<https://downtownorangeville.ca/obia-info/members/>

**Members:** T. Brett, Councilor Sherwood, J. Thurgood-Burnett, D. Nairn, R. Hough, H. Hochmeister  
**Guests:** S. Koroscil, Koros Games  
**Late:** M. Beattie  
**Absent:** N. Moniz

1. Call to Order – 7:02 am
2. Declaration of Pecuniary Interest - none
3. Attendance – as listed above.
4. Land Acknowledgement - Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.
5. Minutes  
Moved by R. Hough, H. Hochmeister Carried.  
Motion to approve OBIA Board of Management Minutes of June 16<sup>th</sup>, 2022.
6. Notice of a Site Plan Application: Lot East of 35 Armstrong Street, File No. SPA-2022-04.  
Moved by R. Hough, H. Hochmeister Carried.  

Motion to submit the following comments to the Planning Department: The heritage train station building located at 35 Armstrong Street is an important heritage asset for our community and is one of only three stick-and-shingle style buildings with conical roof still existing in Canada. The current site plan for the lot east of 35 Armstrong Street positions the new building within a mere few feet of the train station's "platform" (deck/restaurant patio) which will serve to block the site lines of the front façade and original entrance of the train station. As such, the Orangeville BIA respectfully requests that the developer consider reversing the building design so the large brick wall will run along the eastern edge of the lot and the courtyard/outdoor area would be adjacent to the train station. Not only would this help preserve the site lines from Armstrong Street to the east façade of the old train station building, it will also provide some extra distance between this significant heritage asset and the neighboring construction activity.

In addition, the developers should be required to mitigate potential indirect or accidental impacts to the surrounding heritage properties (64-72 Broadway, 74-76 Broadway, 78 Broadway, 2 Wellington Street, and 35 Armstrong Street) by implementing the measures as per the LCH's Heritage Impact Assessment/Armstrong Street (Vacant Lands to the East of 35 Armstrong Street), Project # LHC0305LHC that was submitted as part of the site plan application.
7. Notice of Site Plan Application: 60-62 Broadway File No. SPA-2022-07 – The OBIA has no comments at this stage of the development process.
8. Sidewalk Reconstruction Update – Status and schedule update was provided.
9. Taste of Orangeville Update – Planning update provided.

10. Community Improvement Plan Update & Design Guidelines - staff to review and submit comments where appropriate.
11. Branding Update – status update provided
12. Staffing Update – New Member Ambassador was introduced to the Board.
13. Member Communications – staff to set up meeting with member and draft letter as directed.
14. Reports
  - 14.1. Better Together Task Force Initiative Update - Board approved initiatives are in various stages of progress.
  - 14.2. Member Ambassador Report
  - 14.3. Farmers’ Market Report
  - 14.4. Social Media Stats Report
  - 14.5. GM’s Report – as provided.
  - 14.6. Financial Report – as provided.Moved by R. Hough, T. Brett  
Motion to receive Reports as provided.
15. New Business - The Town of Orangeville’s free transit pilot project was approved for 2022 through 2023.
16. Adjournment  
Moved by R. Hough, D. Sherwood  
Motion to adjourn at 7:53 am.

Carried.

Carried.

# **Minutes**

## **Orangeville BIA Board of Management Meeting**

Thursday, September 15<sup>th</sup>, 2022 at 0700 - Electronic Meeting conducted via Zoom

OBIA Chair, 34 Mill Street, Orangeville, ON

OBIA General Manager/Recording Secretary, Mono ON

More information about this meeting and how to attend may be found at

<https://downtownorangeville.ca/obia-info/members/>

**Members:** M. Beattie, T. Brett, Councilor Sherwood, J. Thurgood-Burnett, D. Nairn, R. Hough, H. Hochmeister

**Absent:** N. Moniz

1. Call to Order – 7:01 am
2. Declaration of Pecuniary Interest - none
3. Attendance – as listed above
4. Land Acknowledgement - Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.
5. Minutes

Moved by R. Hough, T. Brett

Carried.

Approve OBIA Board of Management Minutes of July 21<sup>st</sup>, 2022.

6. Sidewalk Reconstruction Update – Consideration for a south side road closure for ease of pedestrian access was considered as per the engineer's request. Due to an anticipated severe drop in sales as currently being experienced by the businesses during the north side closure, the BIA cannot support the south side closure idea.
7. Taste of Orangeville Report – More seating should be added to the 2023 event.
8. Branding Update – verbal status update provided.
9. Strategic Plan – verbal status update provided.
10. OBIA Draft Financial Statements 2021 – for advance review only.
11. Santa Claus Parade

- 11.1. Santa Claus Parade 2022 - Staff Report and Recommendations

Moved by R. Hough, D. Nairn

Carried.

Motion:

That a 2022 Santa Claus Parade partnership offers the OBIA a pilot project opportunity to create and test a new, combined holiday event.

That the OBIA Board enter into a Memorandum of Understanding (still to be drafted) with the Town of Orangeville to deliver the 2022 Santa Claus Parade with the following stipulations: a) that the Town of Orangeville will cover the costs associated with the Parade, including the OBIA's part-time staff's parade labour costs; b) that Town will be responsible for the management of parade safety and security; c) that the BIA will manage marketing and promotion of the event with Town support; and finally, that consideration be given to permit independently owned farm vehicles/tractors to enter the parade free of charge in 2022 as a goodwill gesture to past Tractor Parade of Lights participants.

And that staff be directed to organize two separate events with the annual Tree Lighting event on the Friday evening preceding the Parade in the same manner as in 2021 with Broadway open to traffic but with Second Street closed for safety of the tree lighting crowd.

12. Staff Reports
  - 12.1. Better Together Task Force Update
  - 12.2. Member Ambassador Report
  - 12.3. Marking Strategist Report

- 12.4. Farmers' Market Report
- 12.5. Social Media Stats Report
- 12.6. GM's Report
  
- 13. Financial Report – as provided.
- 14. Moved by R. Hough, D. Sherwood Carried.  
 Motion to receive all reports in items 7, 12, and 13.
  
- 15. New Business
  - 15.1. Council thank you. Carried  
 Moved by R. Hough, D. Nairn  
 Motion to direct staff to draft letter of thanks to current Council members.
  - 15.2. Staff to draft self-cleaning public washroom report for Board's consideration.
  - 15.3. Theatre opens its season today with Suddenly Single. The Opera House will be offering seating at full capacity.
- 16. Closed Meeting to discuss Personal matters about an identifiable individual, including OBIA employees or volunteers.  
 Moved by M. Beattie, D. Sherwood Carried.  
 Motion to move to a closed session.
  
- 17. Open Meeting
  - Moved by M. Beattie, D. Nairn Carried.  
 Motion to move to an open meeting.
  
  - Moved by R. Hough, T. Brett Carried.  
 Motion to direct staff to move forward with interim staffing plan.
  
- 18. Adjournment
  - Moved by M. Beattie, R. Hough Carried.  
 Motion to adjourn.

## **Minutes**

### **Orangeville BIA Board of Management Meeting**

Thursday, October 20<sup>th</sup>, 2022 at 0700 - Electronic Meeting conducted via Zoom  
OBIA Chair, 34 Mill Street, Orangeville, ON; OBIA General Manager/Recording Secretary, Mono ON

**Members:** M. Beattie, T. Brett, Councilor Sherwood, J. Thurgood-Burnett, D. Nairn, R. Hough,  
**Guests:** M. Short, Partner | RLB; M. Jhajj, Deputy Treasurer | Town of Orangeville;  
R. Medeiros | Financial Analyst – Operations | Town of Orangeville;  
**Regrets :** H. Hochmeister, N. Moniz

1. Call to Order - 7:01 am.
2. Declaration of Pecuniary Interest – none.
3. Attendance – as listed above.
4. Land Acknowledgement - Downtown Orangeville wishes to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.
5. Minutes  
Moved by D. Sherwood, T. Brett Carried.  
Motion to approve Minutes of September 15<sup>th</sup>, 2022.
6. OBIA Draft Financial Statement 2021 presentation by M. Short, partner | RLB & M. Jhajj, Deputy Treasurer | Town of Orangeville  
Moved by R. Hough, D. Sherwood Carried.  
Motion to accept OBIA Draft Financial Statement 2021.
7. Central Counties Tourism / Fed Dev. Grant  
Moved by D. Nairn, T. Brett Carried.  
That the Orangeville Business Improvement Area (OBIA) enter into an Ultimate Recipient Agreement with Central Counties Tourism, acting as administrators of the Tourism Relief Fund on behalf of the Government of Canada through FedDev Ontario.
8. Self-Cleaning Public Washrooms – Possible locations include: 82-90 Broadway, Alexandra Park, west of TD Bank. Defer to 2023 budget discussions.
9. Sidewalk Reconstruction Update – Mostly positive feedback on project from public and members.
10. Branding Update – New brand will be launched in 2023 but the Winter Market will be updated with the start of the new season.
11. Strategic Plan Update – Value Analysis tool will be shared with Board when complete and will be used by staff to create 2023 work plan.
12. Council Thank you Letter – Letter was sent to all Council members. Special thanks to Councillor Sherwood for her dedicated service to the OBIA Board of Management.
13. Staff Reports
  - 13.1. Better Together Task Force Update  
Moved by T. Brett, R. Hough Carried.  
Motion to approve using balance of 2022 Task Force budget for the purchase of Christmas décor items.
  - 13.2. Member Ambassador Report
  - 13.3. Marking Strategist Report
  - 13.4. Farmers' Market Report
  - 13.5. Social Media Stats Report
  - 13.6. GM's Report
  - 13.7. Financial Report  
Moved by R. Hough, D. Sherwood Carried.  
Motion to accept all staff reports as listed above.  
That October 2022 staff reports are accepted.
14. New Business – none.
15. Adjournment  
Moved by M. Beattie Carried.  
Motion to adjourn at 8:36 am



**Minutes of Orangeville Public Library Board**  
**The Corporation of the Town of Orangeville**

**June 22, 2022, 5:00 p.m.**

Members Present: Councillor G. Peters  
Councillor L. Post  
S. Bergant  
S. Marks  
P. Neely  
B. Rea

Staff Present: D. Fraser, CEO  
J. Moule, Administrative Assistant

Staff Absent: R. Osmond, General Manager, Community Services  
N. Syed, Treasurer

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**1. Call to Order**

Chair B. Rea called the meeting to order at 5:30 p.m.

**2. Disclosures of (Direct or Indirect) Pecuniary Interest**

None.

**3. Adoption of Minutes of Previous Meeting**

**Recommendation: 2022-12**

Moved by S. Marks

Seconded by P. Neely

That the minutes of the meeting for May 25, 2022 be approved:

**Carried**

**4. Presentations**

None.

**5. Information Items**

**Recommendation: 2022-13**

Moved by P. Neely  
Seconded by S. Marks

That the information items be received.

**Carried**

**5.1 CEO Report**

CEO D. Fraser spoke to the lobby renovation/elevator replacement project. CEO D. Fraser sought support for design ideas for the new space.

**Recommendation: 2022-14**

The board agreed for CEO D. Fraser to investigate options for art in the renovated lobby a Mill St.

**5.2 Library Service Index**

**5.3 Letter from Minister of Veteran Affairs**

**5.4 BWGPL Board Letter - County Review**

**6. Staff Reports**

**6.1 Report 22-04 Policy Review Resource Sharing**

Short discussion on changes to shipping/postage. It was agreed to leave in 3. c) ship items via the safest, most economical, and efficient means, such as Canada Post

**Recommendation: 2022-15**

Moved by Councillor Peters  
Seconded by S. Bergant

That report 22-04 dated June 22, 2022 with respect to a review of the Resource Sharing Policy, be received;

And that the Resource Sharing Policy dated June 22, 2022 be amended to reverse the change in item 3.c)

And the Resource Sharing Policy dated June 22, 2022 (Appendix A) be adopted as amended.

**Carried**

**6.2 Report 22-05 Policy Review Public Internet Services**

**Recommendation: 2022-16**

Moved by S. Marks  
Seconded by P. Neely

That report 22-05 dated June 22, 2022, with respect to a review of the Public Internet Services Policy, be received;

And that the Public Internet Services Policy attached to this report as Appendix A, be adopted.

**Carried**

7.     **Correspondence**

7.1    **Letter to Sylvia Jones MMP**

8.     **New Business**

CEO D. Fraser provided an update from the Business and Branding Steering Committee.

**Recommendation: 2022-17**

Moved by Councillor Post  
Seconded by S. Marks

That staff proceed with the communication plan and rebranding strategies as presented;

And that an event to launch the new branding and strategic plan publicly follow a presentation to council in September;

And that the implementation plan, complete with timing and financial impact be produced and presented under a separate cover.

**Carried**

9.     **Date of Next Meeting**

The next meeting is scheduled for Wednesday September 28, 2022.

10.    **Adjournment**

Meeting was adjourned at 6:06 p.m.

\_\_\_\_\_  
Darla Fraser, CEO

\_\_\_\_\_  
Bill Rea, Board Chair





**Minutes of Orangeville Public Library Board**  
**The Corporation of the Town of Orangeville**

**August 31, 2022, 5:00 p.m.**

Members Present: Councillor L. Post (remote)  
S. Bergant  
S. Marks  
B. Rea

Members Absent: Councillor G. Peters  
P. Neely  
R. Osmond

Staff Present: D. Fraser, CEO  
N. Syed, Treasurer (remote)  
Jillian Moule, Admin Assistant  
K. Carson, Collection and Systems Librarian  
R. Medeiros, Financial Analyst (remote)

Guest: M. Short, RLB Auditor (remote)

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**1. Call to Order**

Chair B. Rea called the meeting to order at 5:09 pm.

Chair B. Rea noted the following four attendees have joined the meeting remote, Councillor L. Post, N. Syed, R. Medeiros and RLB Auditor M. Short.

**2. Disclosures of (Direct or Indirect) Pecuniary Interest**

None.

**3. Adoption of Minutes of Previous Meeting**

**Recommendation: 2022-18**

Moved by S. Marks

Seconded by S. Bergant

That the minutes of the meeting for June 22, 2022, be approved.

**Carried**

**4. Presentations**

**4.1 2021 Audited Financial Statements**

Treasurer, Nandini Syed and RLB Auditor, Murray Short presented the 2021 Audited Financial Statements.

**Recommendation: 2022-19**

Moved by S. Marks

Seconded by S. Bergant

That the library board approve the audited financial statements of The Corporation of the Town of Orangeville Public Library for 2021.

**Carried**

**5. Information Items**

**Recommendation: 2022-20**

Moved by S. Marks

Seconded by S. Bergant

That the information items be received.

**Carried**

**5.1 CEO Report - Verbal**

CEO D. Fraser spoke to the following information:

- RFT for the elevator replacement project is closed. Currently in the evaluation stage.
- Friends of the Library have their next meeting on September 6, 2022.
- Broadway Bricks is scheduled to replacing the interlock around Mill St library at the end of September.
- Hot water tank was replaced at Mill St library.
- Paranormal group has shown an interest to use the Mill St library to investigate paranormal activity.

## **5.2 Library Service Index**

### **6. Staff Reports**

#### **6.1 22-06 Proposed Implementation Plan**

##### **Recommendation: 2022-21**

Moved by S. Marks

Seconded by S. Bergant

That report 22-06, dated August 31, 2022, with respect to the Implementation Plan for 2022-2027, be received;

And that the proposed 2022-2027 Implementation Plan as presented in Appendix A be adopted and that staff operationalize actions for the development of the 2023 budget estimates.

**Carried**

### **7. Correspondence**

None.

### **8. New Business**

Logo Launch Event scheduled for October 1, 2022, from 1-4 pm

### **9. Date of Next Meeting**

The next meeting is scheduled for September 28, 2022.

### **10. Adjournment**

The meeting adjourned at 6:22 pm.

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Darla Fraser, CEO

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Bill Rea, Board Chair

# **Orangeville Police Services Board Regular (Public Session) Meeting**

**Tuesday September 20, 2022  
Electronic Meeting via Microsoft Teams  
Orangeville, Ontario**

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Members Present: Chair T. Taylor  
Vice-Chair I. McSweeney  
Member K. Krakar by phone  
Member M. Rose by phone  
Member A. MacIntosh  
Board Secretary – M. Archer

Staff Present: M. Pourmanouchehri, I.T. Technician

Invited Guests: OPP Inspector – Detachment Commander T. Ward

## **Minutes**

### **1. Call to Order**

The meeting was called to order at 5:09 p.m.

### **2. Disclosures of (Direct or Indirect) Pecuniary Interest and Preliminary Matters**

None

### **3. Approval of Agenda**

Recommendation:

Motion that the Board discuss and approve the Agenda for the September 20, 2022, Orangeville Police Services Board Regular (Public Session) Meeting.

Moved by: Member Rose

Seconded by: Member MacIntosh

All in favour

Carried.

#### **4. In-Camera Meeting (Board plus invited guests only)**

Recommendation: Convene into In-Camera Session.

Motion that at 4:08 the Board convene into the In-Camera Session of this meeting under Part III, Section 35(4) of the Police Services Act.

Moved by: Member Rose

Seconded by: Vice-Chair McSweeney

All in favour

Carried.

#### **5. Public Session**

Recommendation: Convene into Public Session.

Motion that at 5:09 the Board reconvene into the Public Session of this meeting.

Moved by: Member Rose

Seconded by: Vice-Chair McSweeney

All in favour

Carried.

#### **6. Autism Spectrum Disorder (ASD) Liaison Program (David Vahey and Vivian Petho to Present – see attached Power Point Presentation Bridging the Gap and Presentation Material)**

Board review and Discussion:

- 2 citizens, David Vahey and Vivian Petho will present.

Recommendation:

Motion that the Board receive the presentation from David Vahey and Vivian Petho and the following next steps; Vivian Petho will provide contact information for Kerry's Place in reference to training for officers and will provide names of Orangeville community agencies that might be interested in assisting with startup and administering a Project Lifesaver program in Orangeville.

Moved by: Member Rose

Seconded by: Member MacIntosh

All in favour

Carried.

## **7. The Ward Report (Inspector Terry Ward to present, see attached OPP Orangeville PSB Q2 Report)**

Board Review and Discussion:

OPP Inspector Terry Ward provided the Board with a Second Quarter report (April 1 – June 30, 2022) from Orangeville OPP services.

**Highlights** (see report for detailed results)

- In relation to violent crime there has been an increase in assaults compared to the same period last year (11 last year and 19 this year) although this can be attributed to things opening up compared to restrictions in the same period last year due to the pandemic.
- Property crime is down in comparison to last year. Theft Under's are down as result of Orangeville not having the thefts from vehicles that other jurisdictions are experiencing.
- There is a decrease in frauds although the scams are continuing particularly both online and telephone where a person represents themselves as a family member and requests money.
- There has been an increase in drug possession and drug trafficking charges laid as result of great work that is being done by the Street Crimes Unit.
- In the last period almost 2800 provincial offences charges have been laid.
- Motor vehicle collisions are up slightly probably as result of more persons being out and about now.
- Part 1 and Part 3 charges are at a similar level as last year or slightly up from last year.
- There were 76 false alarms in the 2nd quarter.
- There have been 168 Mental Health Occurrences YTD. They now have a Mobile Crisis Unit to assist with Mental Health occurrences. Headwaters Hospital has hired 2 full-time nurses dedicated to this unit and as result there is a MCRT nurse available to respond with the OPP 5 days a week. This has been supported by the successful grant applications.
- There is a very active and dedicated auxiliary officer unit that have logged in 230 hrs. in the past period. Insp. Ward indicated he would like to recruit more auxiliary officers

Recommendation:

Motion that the Board receive the update from Inspector Ward and that Board Secretary Archer follow-up with the Clerks Dept. on receiving the false alarm reports regularly from the OPP.

Moved by: Member Rose

Seconded by: Member Krakar

All in favour

Carried.

**8. Zone 5 Report - June 7, 2022, and Sept. 13, 2022 – (Vice-Chair McSweeney to present – see attached meeting materials from June 7<sup>th</sup> meeting and Sept. 13<sup>th</sup>)**

Board Review and Discussion:

Vice-Chair McSweeney attended both of the June 7, 2022, and September 13, 2022, Zone 5 Meetings. Vice-Chair McSweeney advised that the Police Advisor, Duane Sprague indicated that there may be an announcement in relation the CSPA by June of 2023. He also advised that Lisa Darling, Exec. Director of the OAPSB talked about revamping the OAPSB to improve communication between the OAPSB and zones as well as provide for greater transparency and improved training.

Recommendation:

Motion that the Board receive the attached Zone 5 meeting materials and presentation.

Moved by: Member MacIntosh

Seconded by: Member Rose

All in favour

Carried.

**9. OPP Survey Consolidation (Inspector Ward to offer any updates on the process (OPP Survey Consolidation & acknowledgment email that survey was received by the OPP)**

Board Review and Discussion:

Inspector Ward advised he has no update on the process.

Recommendation:



Chair Taylor asked that Secretary Archer bring this forward in the next meeting agenda. No motion as there were nothing to be received.

**10. April 22, 2022, Joint Meeting of the Dufferin County Police Services Boards – Final Minutes – (see attached) – Vice-Chair McSweeney to Update**

Board Review and Discussion:

Vice-Chair McSweeney provided an update and advised that the next meeting is scheduled for January 20, 2023.

Recommendation:

Motion that the Board receive the attached minutes.

Moved by: Member Rose

Seconded by: Vice-Chair McSweeney

All in favour

Carried.

**11. Next Steps with Community Watch Program (Inspector Ward to provide perspective. see attachments – Community Watch PP & Final minutes of the Joint meeting for Dufferin)**

Board review and Discussion:

Inspector Ward advised that no community member have stepped forward and advised Cst. Roach that they are interested in participating in training on this program. Constable Roach has been reassigned and Constable Fines is the current Community Liaison Officer.

Recommendation:

Motion that the Board receive the above presentation & discussion on the Community Watch program and Chair Taylor will contact the community members who initially reached out to the board on this program and determine what if any next steps.

Moved by: Vice-Chair McSweeney

Seconded by: Member Krakar

All in favour

Carried.

## **12. OPP Noise Results/Next Steps – Inspector Ward to Update (see email OPP Noise Focus)**

Board Review and Discussion:

Inspector Ward advised that there are many vehicles with modified mufflers which has resulted in a number of charges and warnings. The OPP will continue to monitor and take enforcement action where appropriate.

Recommendation:

Motion that the Board receive the attached email and update from Inspector Ward Presentation.

Moved by: Member Rose

Seconded by: Vice-Chair McSweeney

All in favour

Carried.

## **13. POA Update (see POA Board Package – June 2022 – Chair Taylor to speak to)**

Board Review and Discussion:

Chair Taylor highlighted the following:

- Net revenue has doubled since 2020.
- Expenses have increased 50%.
- Fine revenues have doubled.
- Dufferin County is conducting a space needs assessment.

Member Rose questioned why the Town of Mono's costs are so much higher than Orangeville's. Chair Taylor advised he will inquire about this.

Recommendation:

Motion that the Board receive the attached POA Board Package and update.

Moved by: Member Rose

Seconded by: Member Krakar

All in favour

Carried.

#### **14. Towing Bylaw Changes – Chair Taylor to speak to this matter (see 5 PDF attachments labelled Towing)**

Board Review and Discussion:

Chair Taylor provide the following highlights on the approved Tow Bylaw

- The bylaw was updated to reflect the transition to the OPP.
- Tow truck driver must conduct daily inspections of their vehicles.
- Tow drivers must comply with direction provided by onsite police and paramedics.
- No chasing is allowed, and they must take shortest route to compound.
- Tow drivers must receive signed consents before hooking onto a person's vehicle.
- Tow drivers must have criminal record checks completed and post their tow rates in compliance with the bylaw.
- There are rules in place in relation to vehicle storage yards/compounds.
- Orangeville has passed this bylaw and it is under review by other Dufferin municipalities.

Recommendation:

Motion that the Board receive the update from Chair Taylor and the corresponding attachments.

Moved by: Member Rose

Seconded by: Vice-Chair McSweeney

All in favour

Carried.

#### **15. Community Safety and Policing Grant Review (Board Secretary Archer to present, see attached media release from the OPP)**

Board Review and Discussion of the following grant:

- Community Safety and Policing Grant (Local Priorities) - Dufferin Mobile Crisis Support (2022 – 2025).

Board Secretary Archer and Inspector Ward advised that the above grant funded a fulltime OPP officer dedicated to the Mobile Crisis Unit for the next 3 years. This is providing an important service to the community that had never been available previously.

Recommendation:

Motion that the Board receive the report.

Moved by: Member MacIntosh

Seconded by: Member Rose

All in favour

Carried.

**6:43 p.m. Inspector Ward was excused from the meeting. Inspector Ward advised he will be attending a Critical Incident Command Course for the next 4 weeks and Staff Sgt. Jelich will be the contact in his absence.**

## **16. Board Member Claims for Special Remuneration (claims attached) per the Board's Special Meeting and Assigned Work Remuneration/Expense Reimbursement Policy**

Board Review and Discussion:

Special Remuneration Claims (\$1,000.00)

- May 25-27, 2022, Vice-Chair McSweeney attended OAPSB Conference (\$200)
- June 7/22 Vice-Chair McSweeney attended Zone 5 Meeting (\$100)
- June. 21/22 Special In-Camera Meeting (\$600 – Chair Taylor, Vice- Chair McSweeney, Members MacIntosh, Rose & Krakar & Secretary Archer)
- Sept. 13/22 Vice-Chair McSweeney attended Zone 5 Meeting (\$100)

Recommendation:

Motion that the Board approve the above special remuneration claims and direct the Board Secretary to submit same to the Town for payment.

Moved by: Member Krakar

Seconded by: Member Rose

All in favour

Carried.

## **17. Orangeville PSB Semi Annual Remuneration Report (see attached report)**

Board Review and Discussion:

Recommendation:

Motion that the Board receive the attached report.

Moved by: Member Krakar

Seconded by: Member Rose

All in favour

Carried.

## **18. 2022 OAPSB Spring Conference and AGM**

### **18.1 Invoice**

### **18.2 OAPSB Spring Conference and AGM Update – Vice-Chair McSweeney**

Board Review and Discussion:

Invoice - The expense of \$450.87 for Vice-Chair McSweeney to attend the May 25-27 OAPSB Spring Conference and AGM had been previously approved – see attached email with invoice.

Update – Vice-Chair McSweeney advised he will report on the OAPSB May 25-27 Conference and AGM at the next meeting.

Recommendation:

Motion that the Board receive the attached invoice.

Moved by: Member MacIntosh

Seconded by: Member Krakar

All in favour

Carried.

## **19. PSB Website Review and Next Steps - Vice-Chair McSweeney to provide Update – see link to PSB website:**

**<https://www.orangeville.ca/en/town-hall/orangeville-police-services-board.aspx>**

Board Review and Discussion:

Vice-Chair McSweeney briefly described how the website has been modified to make public meetings accessible to the public virtually.

Recommendation:

Motion that the Board review the website and provide input on next steps at a future meeting.

Moved by: Member Rose

Seconded by: Member MacIntosh

All in favour

Carried.

**20. September Service Standards (Chair Taylor and Vice-Chair McSweeney to lead – see attached September 2022 Service Standards)**

Board Review and Discussion

Chair Taylor reported that the Board has been compliant with the September 2022 Service Standards

Recommendation:

Motion that the Board receive the above attachment and report.

Moved by: Member Rose

Seconded by: Member Krakar

All in favour

Carried.

**21. Action Register Review (Vice-Chair McSweeney to provide update)**

Board Review and Discussion:

Vice-Chair McSweeney provided brief update on the Action Register.

Recommendation:

Motion that the Board receive the above update.

Moved by: Member Rose

Seconded by: Vice-Chair McSweeney

All in favour

Carried.

## **22. Ongoing Board Policy Project – update by Vice-Chair McSweeney**

Board Review and Discussion:

Vice-Chair McSweeney advised that progress is being made on the update of all Board policies to reflect the Board's transition from s.31 to s.10 under the Police Services Act and to consolidate Board governance documents and resources into a comprehensive record..

Recommendation:

Motion that the Board receive the above update.

Moved by: Member Rose

Seconded by: Member MacIntosh

All in favour

Carried.

## **23. Return to In-Person Meetings (Chair Taylor to lead)**

Board Review and Discussion

Chair Taylor advised that he has had discussion with Town Acting CAO, Ray Osborne in relation to utilizing Town Council Chambers for a hybrid meeting in the future. Chair Taylor will follow-up with Mr. Osborne to determine availability for the next scheduled meeting.

Recommendation:

Motion that the Board accept the discussion on this matter and approve next steps.

Moved by: Member Rose

Seconded by: Vice-Chair McSweeney

All in favour

Carried.

## **24. Amended Board Secretary Contract as approved at the May 17, 2022, In-Camera meeting.**

Board Review and Discussion:

Recommendation:

Motion that Secretary Archer's fully executed amended contract to include her under the Board's Special Remuneration Policy as previously approved by the Board be received.

Moved by: Member MacIntosh

Seconded by: Member Rose

All in favour

Carried.

## **25. Political Activity- Update by Vice-Chair McSweeney**

Board Review and Discussion:

Vice-Chair McSweeney advised the Board that members of the Police Services Board are not considered Public Servants under the Public Service of Ontario Act (the "PSOA") and therefore are not subject to compliance with Part V of the PSOA in relation to political activity. The Vice-Chair has written to the Ministry, and this has been confirmed. However, Board members must, as with all of their activities, be compliant with the Police Services Board Code of Conduct in relation to any political activities they undertake.

Recommendation:

Motion that the Board receive the update provided by Vice-Chair McSweeney.

Moved by: Member Rose

Seconded by: Member MacIntosh

All in favour

Carried.

## **26. Public meeting minutes (see attached May 17, 2022, Regular (Public Session) Meeting Minutes)**

Board Review and Discussion:

Recommendation:

Motion that the minutes from the Orangeville Police Services Board Regular (Public Session) Meeting held on Tuesday May 17, 2022, be received and prior approval confirmed. (Please note these minutes were approved at the Board's June 21, 2022, Special In-Camera Meeting subject to subsequent confirmation in public session)

Moved by: Member Rose

Seconded by: Member Krakar

All in favour

Carried.



## **27. Volunteer Appreciation Night October 3, 2022 (see attached invitation)**

Board Review and Discussion:

Chair Taylor requested Board Secretary Archer to have Andrea Shaw forward the invitation to Member Krakar and Member Rose to the Volunteer Appreciation Night.

Recommendation:

Motion that the Board receive the attached invitation.

Moved by: Member Krakar

Seconded by: Member Rose

All in favour

Carried.

## **28. Provincial Appointee Renewals – Chair Taylor to address**

Board Review and Discussion:

- Member Krakar Renewal – June 21/22 for 6 months
- Member Rose Renewal – Aug 15/22 for 6 months

Recommendation:

Motion that the Board receive the attached renewals.

Moved by: Vice-Chair McSweeney

Seconded by: Member MacIntosh

All in favour

Carried.

## **29. Question Period**

None

## **30. Presentations**

A presentation by David Vahey and Vivian Petho on Autism Spectrum Disorder (ASD) Liaison Program (occurred as Item # 6 on the agenda).

### **31. Delegations**

None.

### **32. Correspondence**

None

### **33. Reports**

None

### **34. New Business**

None

### **35. Adjournment**

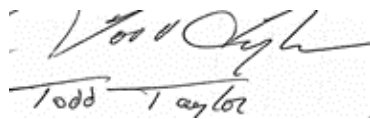
Recommendation:

Motion that the meeting be adjourned at 7:09 p.m.

Confirmation of Date and Time of Next Regular (Public Session) Meeting – November 15<sup>th</sup>, 2022, at 5:00 p.m.

Moved by: Vice-Chair McSweeney

Seconded by: Member Rose



Todd Taylor

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Todd Taylor – Chair



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Mary Lou Archer - Board Secretary



## **The Corporation of the Town of Orangeville**

### **By-law Number**

### **A by-law to authorize the entering into and execution of a visitor services agreement with Theatre Orangeville**

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

And whereas Council deems it expedient to enter into a visitor services agreement with Theatre Orangeville.

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 a visitor services agreement between The Corporation of the Town of Orangeville and Theatre Orangeville, and all documents ancillary thereto.

Read three times and finally passed in open Council this 28<sup>th</sup> day of November, 2022

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Lisa Post, Mayor

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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 Opera House Management and Cultural Initiatives agreement with Theatre Orangeville**

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 Opera House Management and Cultural Initiatives agreement with Theatre Orangeville.

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 Opera House Management and Cultural Initiatives agreement between The Corporation of the Town of Orangeville and Theatre Orangeville, and all documents ancillary thereto.

Read three times and finally passed in open Council this 28<sup>th</sup> day of November, 2022

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Lisa Post, Mayor

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Carolina Khan, Clerk



## **The Corporation of the Town of Orangeville**

### **By-law Number**

#### **A By-law to authorize a Consent Agreement with Eric Merle Calder (5 Henry Street)**

Whereas Eric Merle Calder, hereinafter called "the Owner", is the registered and beneficial Owner of the property described as Lot 1 and Part of Lot 2, Block 3, Plan 216 in the Town of Orangeville, County of Dufferin, municipally known as 5 Henry Street, which is hereinafter referred to as "the property";

And whereas the Ontario Land Tribunal granted provisional approval of an application for consent to sever the property (File No. B-04/21) by an Order issued on June 20, 2022;

And whereas the Ontario Land Tribunal imposed certain conditions of provisional approval to be satisfied by the execution of a consent agreement;

And whereas the Council of the Corporation of the Town of Orangeville is empowered to enter into agreements imposed as a condition to the provisional approval of a consent, pursuant to Sections 53(12) and 51(26) of the Planning Act, R.S.O. 1990, c.P.13 as amended;

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

1. That a Consent Agreement between Eric Merle Calder and the Corporation of the Town of Orangeville, in substantially the same form as the agreement attached as Schedule "A" hereto, is hereby approved;
2. And that the Mayor and Clerk are authorized and instructed to sign the same on behalf of the Corporation and to affix the corporate seal thereto.

Passed in open Council this 28th day of November, 2022.

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Lisa Post, Mayor

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Carolina Khan, Clerk

## SCHEDULE "A"

This Agreement is entered into

Between:

**Eric Merle Calder**

hereinafter referred to as "the Owner"

- and -

**The Corporation of the Town of Orangeville**

hereinafter referred to as "the Town"

### Background

1. The following are some of the facts upon which this agreement is based.
  - (a) The Owner is the registered and beneficial Owner of property legally described as Lot 1 and Part of Lot 2, Block 3, Plan 216 in the Town of Orangeville, County of Dufferin, which is hereinafter referred to as "the property" (P.I.N. 340140092 (LT)).
  - (b) This agreement is being entered into in accordance with Subsections 53(12) and 51(26) of the Planning Act, R.S.O. 1990, c.P.13 as amended, and to satisfy one of the conditions imposed by the Ontario Land Tribunal in its decision with respect to an application for consent (File B-04/21) to sever a parcel of land comprising Part 2 on Reference Plan 7R-XXXX, hereinafter referred to as the "the severed lands" and leaving as retained Part 1 on Reference Plan 7R-XXXX, hereinafter referred to as "the retained lands"

### Conditions

2. The Owner of the severed lands agrees, prior to the issuance of a building permit for any structure on the severed lands, or prior to any development on the severed lands, to submit a Grading and Servicing Plan prepared by a Professional Engineer to the satisfaction of the Transportation and Development Division. This Plan shall illustrate the proposed grading, drainage, servicing and access for the severed lands and verify that abutting properties and the municipal road allowance(s) will not be adversely impacted. This Plan shall also show the location of such things as the location of any proposed accesses to the severed lands, edge of pavement, back of curb, hydro poles, street lights, utilities, abutting structures, trees, fence lines, etc.. The Owner further acknowledges that the examination and acceptance of this Plan by the Town does not constitute an acceptance by the Town of the correctness and adequacy of the Plan.
3. The Owner of the severed lands agrees to submit to the Planning Division for approval, prior to the submission of a building permit application, elevation drawings for any future dwelling to be constructed on the severed lands, to ensure that the design of the dwelling is in character with the neighbourhood.
4. The Owner of the severed lands agrees to construct to the satisfaction of the Transportation and Development Division, the Low Impact Development design features as specified in the Low Impact Development Brief prepared by Criterium Jansen Engineers, dated September 9, 2021.
5. The Owner of the severed lands agrees, prior to the submission of a building permit application, to submit to the satisfaction of the Planning Division, an Arborist Report which details the health of existing trees along Henry Street. The Owner of the severed lands further agrees to carry-out any tree protection measures recommended by the Arborist Report and to make best efforts to

protect existing trees where they do not interfere with the proposed driveway, all to the satisfaction of the Town.

## **Municipal Services**

6. The Owner of the severed lands shall, at its sole expense, construct sanitary service and water service (hereinafter the "Services") from the front of the dwelling on the severed lands to the lot line fronting on Henry Street and shall further construct the Services beyond the front lot line on Henry Street, generally in a South-Westerly direction within the Henry Street municipal right-of-way, and shall be connected to the municipal sanitary sewer main and the water main located at, on or under William Street. The location and design of the Services shall be more particularly identified in the Grading and Servicing Plan to be provided to the satisfaction of the Town as specified by Clause 2 herein.
7. The Owner shall obtain approval for the construction of any services, and/or connections thereto, from the General Manager, Infrastructure Services of the Town or their designate before they are constructed or installed. It is the sole responsibility of the Owner and their engineers to provide proper engineering plans for any such work.
8. The Owner of the severed lands acknowledges and agrees that the design and construction of the Services and connections to the municipal sanitary sewer main and water main, shall be to a standard that is at least as good as that required by the Town's minimum standards for such services. The Town neither warrants nor makes any claims as to the sufficiency of its standards.
9. The Owner of the severed lands agrees to reinstate at its expense, any alterations to the municipal road allowance resulting from the servicing of the property.
10. The Owner of the severed lands shall be responsible, at its sole expense, and as required by the Town, for future maintenance and repair to the Services as constructed from the dwelling on the severed lands to the location where the services are connected to the existing municipal sanitary sewer and water main at or under William Street. Any and all future maintenance and repair of the Services by the Owner, including specifications of any replacement to the Services, shall be approved by the Town.

## **Stop Work Orders**

11. Upon any breach of the Agreement, the determination of which shall be within the sole discretion of the Town, the Town may, upon giving four (4) business days' notice in writing to the Owner, stop all work in progress until such breach has been rectified.

## **Municipal Expenses**

12. The Owner agrees to pay to the Town any reasonable costs that it incurs for all outside technical and professional expenses that it has incurred to date and which it will incur in the future arising out of the proposed development. These expenses do not include internal administrative technical or professional services rendered by full time employed staff.

## **Municipal Real Estate Taxes**

13. The Owner agrees to pay the current year's taxes in full on or before the signing of this Agreement, but only in circumstances where it is proposed to convey a portion of the property to another party. If the final bill for the current year's taxes has not been issued, the Owner agrees to pay all installments thereon. The Owner also agrees to pay all arrears of taxes outstanding against the property on or before the signing of this Agreement. If local improvements are outstanding, a



cash payment sufficient to commute the balance shall also be paid by the Owner.

## **Registration of Agreement**

14. The Owner agrees that Notice of this agreement with its schedules and any amendments may be registered upon the title to the land and to pay the cost of such registration as well as any further costs incurred by the Town as a result of the registration of any other document pertaining to this Agreement.

## **Arbitration**

15. If a dispute develops between the Town and the Owner as to whether an item is or is not a deficiency, such dispute or disputes shall be resolved by arbitration.
16. For the purpose of this part of the Agreement, the Owner and the Town are collectively called “the parties”. Each of them is called “the party” as the context requires.
17. Any arbitration shall be resolved in the following manner.
  - (a) If the parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each will appoint an arbitrator and the two so appointed will appoint a third arbitrator who shall be chairman. If either party appoints an arbitrator and gives notice of the appointment to the other, the other must appoint an arbitrator within five (5) business days. If such appointment is not made within such period, the arbitrator appointed by the first party will be deemed to be a single arbitrator approved by both of them. The two arbitrators will appoint a third arbitrator within five (5) business days of the appointment of the second arbitrator.
  - (b) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute not later than eight (8) weeks from the date of appointment of the last arbitrators to be appointed.
  - (c) The party seeking the arbitration shall deliver to the arbitrator or arbitrators and the other party, at least four (4) weeks before the hearing, a statement of the matters the party is complaining about.
  - (d) The other party to the arbitration shall deliver a statement to the arbitrators and the party seeking the arbitration its position with respect to the matters complained about, at least two (2) weeks before the hearing.
  - (e) The time limits referred to above may be waived by the party who has not received any documents he should have received and the arbitration may proceed in the absence of any document if failure to deliver it is waived. If a document is not delivered and any party is taken by surprise as a result, the arbitration may be adjourned at any stage and the unnecessary costs incurred may be assessed against the party failing to deliver it.
  - (f) At the hearing each party may adduce whatever evidence it deems advisable. In addition, the arbitrator or arbitrators shall view the site of the matters complained about.
  - (g) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review by any Court or other body.
  - (h) If the result of the arbitration is in favour or largely in favour of one party, the cost of arbitration, including the expenses of that party, will be paid by the other. If the result is mixed, each party will pay its own expenses and the fees of the arbitrators will be divided equally between them. The

arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one party, or if the result is mixed.

## Default

18. The Owner acknowledges that failure to comply with its obligations set forth in this agreement shall be deemed to be a material and fundamental breach of this agreement and agrees that the Town may perform or cause to be performed, any obligations, including maintenance and repair of works described in this agreement, at the expense of the Owner and may collect any such expenses incurred by the Town in the same manner as unpaid taxes or by any other means allowable by law.
19. If there is default in any of the terms of this Agreement, the provisions of Section 446 of the Municipal Act, 2001, S.O. 2001, c.25 as it was written on the date of the signing of this Agreement shall apply with respect to such default.

## Notices

20. Any notice required or permitted to be given under this Agreement shall be in writing and may be served either personally or by mailing such notice by registered mail, postage prepaid, or if the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service as follows:

Eric Merle Calder  
5 Henry St  
Orangeville, ON  
L9W 1R6

Chief Administrative Officer  
The Corporation of the Town of Orangeville  
87 Broadway  
Orangeville, Ontario  
L9W 1K1

21. If any notice is mailed by registered mail, postage prepaid or sent by prepaid courier service as aforesaid, it shall be deemed to have been received by the party to whom it was mailed or sent on the second day following the day upon which it was received by one of Her Majesty's post offices or delivered to the courier service unless the second day ends on a Saturday, Sunday or legal holiday, in which case those days are not included in computing the two day period. Either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten (10) days thereafter shall be addressed.

## Agreement Runs with Land

22. This Agreement shall enure to the benefit of the Town, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Owner and its successors and assigns.

## Gender and Number

23. In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

In Witness whereof the Parties have signed this Agreement.

in the presence of ) **ERIC MERLE CALDER**  
)

) \_\_\_\_\_  
)  
) Date: \_\_\_\_\_

) **THE CORPORATION OF THE TOWN OF ORANGEVILLE**

)  
) \_\_\_\_\_  
) Lisa Post, Mayor

) Date: \_\_\_\_\_

)  
) \_\_\_\_\_  
) Carolina Khan, Clerk

)  
) Date: \_\_\_\_\_



## **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 regular Council Meeting held on November 28, 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 regular Council Meeting held on November 28, 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 28th day of November, 2022.

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Lisa Post, Mayor

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Carolina Khan, Clerk