



**Agenda  
Council Meeting**

**Monday, November 4, 2024, 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: 418 914 132#. 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>

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**Pages**

**1. Call To Order**

**2. Approval of Agenda**

Recommendations:

That the agenda and any addendums for the November 4, 2024 Council Meeting, be approved; and

That Council agree to hold the closed session at the end of the open session in accordance with section 3.4.3 of the Procedure By-law as it was not possible to commence the closed session at an earlier time.

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

**4. Singing of National Anthem**

**5. Land Acknowledgement**

We would like to acknowledge the treaty lands and territory of the Williams

Treaty Nations and the Mississaugas of the Credit First Nation. We also recognize that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

**6. Announcements by Chair**

This meeting is being aired on public television and/or streamed live and maybe 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.

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

Recommendations:

That the minutes of the following meeting be approved:

**7.1 October 21, 2024 Council Meeting Minutes**

7 - 19

**8. Question Period**

Any member of the public connecting via telephone is reminded to press \*6 to mute and unmute and that they have a maximum of 3 minutes to ask their question.

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

Registered delegates and presenters are reminded that they have a maximum of 5 minutes to address Council.

**9.1 Richard Majkot, Brenda Boulevard - One Side of the Street Parking  
In-Person**

**9.2 Marianne Love, ML Consulting - Orangeville 2024 Compensation Review  
for Management/Non-union Positions - Summary Report  
Virtual**

20 - 33

**10. Consent Agenda**

The following items have been compiled under the Consent Agenda to facilitate a single vote for Council consideration. Council may remove any item from the Consent Agenda for individual consideration.

Recommendations:

That all Consent Agenda items for the current Council Meeting listed under 10.1 Staff Reports, 10.2 Correspondence, and 10.3 Committee/Board Minutes, be received or approved as presented with the exception of the items removed for individual consideration.

**10.1 Staff Reports**

**10.1.1 Salary Market Review, CPS-2024-049**

34 - 36

Recommendations:

**That report CPS-2024-049, 2024 Salary Market Review, be received.**

10.1.2	<p><b>Council Tasks, CPS-2024-067</b></p> <p>Recommendations: That report CPS-2024-067, Council Tasks, be received.</p>	37 - 52
10.1.3	<p><b>Skills Development Fund Transfer Payment Agreement, CPS-2024-074</b></p> <p>Recommendations: That report CPS-2024-074, Skills Development Fund Transfer Payment Agreement, be received; and</p> <p>That Council pass a by-law authorizing the Mayor and Clerk to sign the Transfer Payment Agreement with the Ministry of Infrastructure and the Ministry of Labour, Immigration, Training and Skills Development.</p>	53 - 119
10.1.4	<p><b>Grant Application for Flood Plain Mapping, INS-2024-051</b></p> <p>Recommendations: That report INS-2024-051, Grant Application for Flood Plain Mapping, be received; and</p> <p>That Council authorize the reallocation of \$75,000 of approved budget from Capital Project No. 11819.0000, Holistic Condition Survey, to commit to the required funding to partner with Credit Valley Conservation Authority for Provincial Grant funding under the Flood Hazard Identification and Mapping Program (FHIMP).</p>	120 - 122
10.1.5	<p><b>Town of Orangeville &amp; Dufferin County Winter Maintenance Agreement 2024 to 2029, INS-2024-052</b></p> <p>Recommendations: That report INS-2024-052, Town of Orangeville &amp; Dufferin County Winter Maintenance Agreement 2024 to 2029, be received; and</p> <p>That Council pass a by-law to enter into an agreement with Dufferin County for winter maintenance of the roads described and identified in report INS-2024-052.</p>	123 - 132
10.2	<b>Correspondence</b>	
10.2.1	<p><b>County of Dufferin - Notice of Decision - Official Plan Amendment 2</b></p>	133 - 135
10.2.2	<p><b>County of Dufferin - Notice of Decision - Official Plan Amendment 3</b></p>	136 - 137
10.2.3	<p><b>Letter from Adrian Maes, Optimist Club of Orangeville - Christmas in the Park</b></p>	138 - 139
10.3	<b>Committee/Board Minutes</b>	
10.3.1	<p><b>2024-04-02 Official Plan Steering Minutes</b></p>	140 - 141

10.3.2	2024-05-21 Community Improvement Plan Minutes	142 - 146
10.3.3	2024-06-18 Community Improvement Plan Minutes	147 - 149
10.3.4	2024-08-29 Sustainable Orangeville Meeting Minutes	150 - 154
10.3.5	2024-09-12 Access Orangeville Meeting Minutes	155 - 159
10.3.6	2024-09-12 Affordable Housing Task Force Meeting Minutes	160 - 162
10.3.7	2024-09-17 Community Improvement Plan Minutes	163 - 164
10.3.8	2024-09-19 Orangeville BIA Minutes	165 - 166
10.3.9	2024-09-19 Heritage Orangeville Meeting Minutes	167 - 169

**11. Notice of Motion Prior to Meeting**

**11.1 Councillor Macintosh - Snow Removal Rebate Program - Pilot Project**

Recommendations:

Whereas access to safe and clear pathways during winter months is essential for all residents in the Town of Orangeville, including seniors and persons with disabilities; and

Whereas the accumulation of snow and ice can pose challenges to accessibility and safe passage, particularly for individuals with mobility issues; and

Whereas some of the goals and objectives of the Town’s Age Friendly Advisory Committee is to:

- consult with residents about issues affecting seniors,
- provide a forum for seniors to exchange information about current issues and emerging concerns,
- improve awareness of services available to seniors in Orangeville.

Whereas the ‘Snow Angels Canada’ program provides a tool to connect neighbours within their communities either looking for snow removal services or to become a volunteer; and

Whereas several municipalities offer separate programs similar to the ‘Snow Angels Canada’ program that allow neighbours to assist with snow removal; and

Whereas a rebate program can provide financial assistance to residents who hire third-party services for snow and ice removal from their driveways and sidewalks during the winter season;

Now therefore be it resolved that staff be directed to develop and implement a Snow Removal Rebate Program as a pilot project for the

2024/2025 winter season; and

That the Snow Removal Rebate Program be offered as a pilot project, with a budget of \$10,000.00 being funded from both the Age Friendly Advisory Committee and Access Orangeville special project budgets; and

That the pilot project provide for a \$200.00 rebate to be used for snow removal services for qualified applicants ; and

Further that staff report back to Council in Q3 of 2025 outlining the feasibility of being able to offer this program annually.

**12. Notice of Motion at Meeting**

**13. Announcements**

**14. By-Laws**

Recommendations:

That all by-laws for the current Council Meeting listed under item 14. By-laws, be read three times and finally passed.

**14.1 A by-law to appoint Shane Fedy as Deputy Treasurer for the Town of Orangeville and to repeal By-law 2024-057** 170 - 170

**14.2 A by-law to authorize the entering into and execution of a Winter Maintenance Agreement with the County of Dufferin** 171 - 171

**14.3 A by-law to authorize the entering into and execution of a Transfer Payment Agreement with his Majesty the King in right of Ontario for the purpose of receiving funds through the Skills Development Fund Capital Stream Program** 172 - 172

**15. Closed Meeting**

Recommendations:

That a closed meeting of Council be held pursuant to s. 239 (2) of the Municipal Act for the purposes of considering the following subject matters:

**15.1 September 23, 2024 Closed Council Minutes**

**15.2 Marianne Love, ML Consulting - 2024 Compensation Review**  
Personal matters about an identifiable individual, including municipal or local board employees.

**16. Open Meeting**

**17. Rise and Report**

Recommendations:

That the minutes of the September 23, 2024 Closed Council Meeting, be approved; and

That the confidential information supplied by Marianne Love in closed session as a supplement to the open session presentation and report be received; and

That Council direct staff to include the results of the Salary Market Review in the 2025 budget deliberations; and

That staff proceed as directed.

**18. Confirming By-law**

Recommendations:

That all by-laws for the current Council Meeting listed under item 18. Confirming By-law, be read three times and finally passed.

**18.1 A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular and closed Council Meeting held on November 4, 2024** 173 - 173

**19. Adjournment**

Recommendations:

That the meeting be adjourned.



## **Council Meeting Minutes**

**October 21, 2024, 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**

Members Present: Mayor L. Post  
Deputy Mayor T. Taylor  
Councillor J. Andrews  
Councillor A. Macintosh  
Councillor T. Prendergast  
Councillor D. Sherwood  
Councillor R. Stevens

Staff Present: J. Bramley, Supervisor, Licensing and By-law Enforcement  
S. Doherty, Manager, Recreation and Events  
T. Dulisse, Manager, Transportation and Development  
J. Hawkins, System Administrator  
R. Martell, Town Clerk  
A. Minichillo, General Manager, Corporate Services  
R. Ondusko, Acting General Manager, Infrastructure Services  
L. Raftis, Assistant Clerk  
H. Savage, General Manager, Community Services  
D. Smith, CAO

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

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

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

**Resolution 2024-185**

Moved by Councillor Stevens

Seconded by Councillor Macintosh

**That the agenda and any addendums for the October 21, 2024 Council Meeting, be approved.**

**Carried Unanimously**

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

**3.1 Councillor Andrews - Sign Variance Application – Style Day Salon & Spa – 285 Broadway, CPS-2024-063**

Indirect pecuniary interest.

**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 treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. The Mayor also recognized that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

**8. Announcements by Chair**

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

**9. Rise and Report**

None.

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

**Resolution 2024-186**



Moved by Councillor Andrews  
Seconded by Deputy Mayor Taylor

**That the minutes of the following meeting be approved:**

**10.1 October 7, 2024 Council Minutes**

**Carried**

**11. Question Period**

Nick Garisto, Paula Court asked about the opening of Hansen Boulevard and the snow clearing program for seniors.

Noel Ramsey, Fead Street expressed concern with by-law enforcement presence at Orangeville District Secondary School (ODSS) in the afternoon and asked for clarification on the use of SeeClickFix for processing by-law complaints.

Ric Ugolini, Cedar Drive expressed concern with respect to firework use and asked who to contact when garbage is found in Town Parks.

Noel Ramsey, Fead Street asked if Alder Street Pool is scheduled to close for maintenance and for an update with respect to bulk purchasing.

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

**12.1 David Nairn Artistic Director and Ingrid Watt- Development Manager, Theatre Orangeville - Accessibility Video**

**Resolution 2024-187**

Moved by Councillor Sherwood  
Seconded by Councillor Macintosh

**That Council waive the five-minute timeframe in the procedure by-law to permit David Nairn and Ingrid Watt to address Council for a maximum of ten minutes.**

**Carried Unanimously**

Ingrid Watt, Development Manager, Theatre Orangeville spoke to the accessibility improvements at Theatre Orangeville and presented the Accessibility Video created by Theatre Orangeville.

**12.2 Amit Dublahar, Ada Street - Request a Firework Display for November 1, 2024 - Diwali**

Amit Dublahar, Ada Street spoke to the request of displaying a firework display to Diwali on November 1, 2024, provided statistics with respect to the increasing diversity within the Town of Orangeville and answered questions from Council.

**Resolution 2024-188**

Moved by Mayor Post  
Seconded by Deputy Mayor Taylor

**That Council receive the correspondence included as item 13.2.1 of the agenda for information; and**

**That Council maintain the current designations in section 3.10 of the Fireworks By-law with no additions currently; and**

**That Council direct staff to deny any display fireworks permits until the review of the fireworks by-law in 2025.**

**Carried Unanimously**

**13. Consent Agenda**

**Resolution 2024-189**

Moved by Councillor Prendergast  
Seconded by Councillor Andrews

**That all Consent Agenda items for the current Council Meeting listed under 13.1 Staff Reports, 13.2 Correspondence, and 13.3 Committee/Board Minutes, be received or approved as presented with the exception of the items removed for individual consideration.**

**Items Removed: 13.1.3, 13.1.4, 13.1.5, 13.1.8, and 13.1.10.**

**Carried Unanimously**

**13.1 Staff Reports**

**13.1.1 Purchasing Accessible Sledges for Public Skates, CMS-2024-023**

**That report CMS-2024-023, Purchasing Accessible Sledges for Public Skates, be received; and**

**That Council direct staff to purchase sledges on behalf of Access Orangeville at a total cost not exceeding \$10,000.**

**Carried through consent**

**13.1.2 2025 Council Meeting Schedule, CPS-2024-048**

**That report CPS-2024-048, 2025 Council Meeting Schedule, be received; and**

**That Council approve the 2025 Council Meeting Schedule Option 3 attached to report CPS-2024-048.**

**Carried through consent**

**13.1.3 Parks and Events By-law Amendment, CPS-2024-062**

**Resolution 2024-190**

Moved by Councillor Andrews

Seconded by Councillor Prendergast

**That report CPS-2024-062, Parks and Events By-law Amendment, be received; and**

**That By-law 2023-021, a by-law to manage and regulate the use of parks, special events and film productions in the Town, be amended to:**

- **Prohibit kite fighting within parks,**
- **Prohibit organized groups or individual instructional activities without a permit; and**
- **Reduce the number of persons gathering in a park without a permit.**

**Carried Unanimously**

**13.1.4 Sign Variance Application – Style Day Salon & Spa – 285 Broadway, CPS-2024-063**

Councillor Andrews declared a conflict on this item. (Indirect pecuniary interest.)

Note: Councillor Andrews left the meeting at 7:47 p.m.

**Resolution 2024-191**

Moved by Councillor Macintosh  
Seconded by Councillor Prendergast

**That report CPS-2024-063, Sign Variance Application – Style Day Salon & Spa – 285 Broadway, be received; and**

**That Council grant a variance to Sign By-law 28-2013, as amended, to permit the placement of a wall sign above the front entrance at 285 Broadway with a sign face area of 2.29 m<sup>2</sup> (1.63 m x 0.66 m and 2.34 m x 0.52 m) displaying the name of the business; and**

**That a variance approval be conditional upon the applicant/owner obtaining a sign/building permit and payment of the applicable fees.**

Yes (5): Mayor Post, Councillor Macintosh, Councillor Prendergast, Councillor Sherwood, and Councillor Stevens

No (1): Deputy Mayor Taylor

Conflict (1): Councillor Andrews

**Carried (5 to 1)**

Note: Councillor Andrews returned to the meeting at 7:49 p.m.

**13.1.5 Sign Variance Application – Orangeville Tennis Club – 75 Second Avenue, CPS-2024-064**

**Resolution 2024-192**

Moved by Councillor Andrews  
Seconded by Councillor Prendergast

**That report CPS-2024-064, Sign Variance Application – Orangeville Tennis Club – 75 Second Avenue, be received.**

**Carried Unanimously**

**Resolution 2024-193**

Moved by Councillor Andrews  
Seconded by Deputy Mayor Taylor

**That Council grant a variance to Sign By-law 28-2013, as amended, to permit: Sign #1 - a 2.43 m x 3.04 m banner affixed to the front face of the clubhouse.**

**Defeated Unanimously**

**Resolution 2024-194**

Moved by Councillor Andrews

Seconded by Councillor Macintosh

**That Council grant a variance to Sign By-law 28-2013, as amended, to permit:**

**Sign #2 - a 1.52 m x 0.91 m enclosed cork bulletin board including a 0.22 m x 0.91 m header board affixed to the fence.**

Yes (4): Mayor Post, Councillor Andrews, Councillor Macintosh, and Councillor Prendergast

No (3): Deputy Mayor Taylor, Councillor Sherwood, and Councillor Stevens

**Carried (4 to 3)**

**Resolution 2024-195**

Moved by Councillor Andrews

Seconded by Councillor Prendergast

**That Council grant a variance to Sign By-law 28-2013, as amended, to permit:**

**Sign #3 - a double sided 0.81 m round aluminum panel affixed to the fence.**

Yes (6): Mayor Post, Deputy Mayor Taylor, Councillor Andrews, Councillor Macintosh, Councillor Prendergast, and Councillor Stevens

No (1): Councillor Sherwood

**Carried (6 to 1)**

**Resolution 2024-196**

Moved by Councillor Stevens  
Seconded by Councillor Macintosh

**That the variance approval be conditional upon the applicant obtaining a sign permit; and**

**That the variance approval be conditional upon the applicant adhering to guidelines and criteria for Sponsorship and Advertising Policy (2024) and any future Town polices relating to sponsorship and advertising.**

Yes (6): Mayor Post, Deputy Mayor Taylor, Councillor Andrews, Councillor Macintosh, Councillor Prendergast, and Councillor Stevens

No (1): Councillor Sherwood

**Carried (6 to 1)**

#### **13.1.6 BIA My Main Street 2.0 Grant, CPS-2024-065**

**That report CPS-2024-065, BIA My Main Street 2.0 Grant, be received; and**

**That Council authorize the Treasurer, the OBIA Board of Management Treasurer and the OBIA Board of Management Chair to sign the Funding Agreement with the Canadian Urban Institute; and**

**That Council authorize the OBIA to spend the funds as outlined in the agreement.**

**Carried through consent**

#### **13.1.7 Orangeville OPP Detachment Board Appointments, CPS-2024-071**

**That report CPS-2024-071, Orangeville OPP Detachment Board Appointments, be received; and**

**That Council confirm that the Orangeville Police Service Board Appointments for Mayor Lisa Post and Deputy Mayor Todd Taylor through resolution number 2022-381 be continued under the Orangeville Ontario Provincial Police (OPP) Detachment Board as the Council representatives; and**

**That Council confirm that the Orangeville Police Service Board Appointment for Ian McSweeny through resolution number 2023-073 be continued under the Orangeville Ontario Provincial Police (OPP) Detachment Board as the Community representative.**

**Carried through consent**

**13.1.8 Traffic Bylaw 2005-075, Update to Parking Restrictions, INS-2024-039**

**Resolution 2024-197**

Moved by Councillor Stevens  
Seconded by Councillor Sherwood

**That report INS-2024-039, Traffic By-law 2005-075, Update to Parking Restrictions, be received.**

**Carried**

**Resolution 2024-198**

Moved by Councillor Andrews  
Seconded by Mayor Post

**That Schedule A of the Traffic Bylaw, Parking Restrictions be amended to reflect the recommended changes to Pheasant Court as described in this report.**

Yes (6): Mayor Post, Deputy Mayor Taylor, Councillor Andrews, Councillor Prendergast, Councillor Sherwood, and Councillor Stevens

No (1): Councillor Macintosh

**Carried (6 to 1)**

**Resolution 2024-199**

Moved by Councillor Andrews  
Seconded by Councillor Prendergast

**That Schedule A of the Traffic Bylaw, Parking Restrictions be amended to reflect the recommended changes to Amelia Street as described in this report.**

**Defeated Unanimously**

**13.1.9 Addition of All Way Stop Signs at the Intersections of Montgomery Boulevard and Benjamin Crescent/Fendley Road and College Avenue and Birch Street, INS-2024-047**

**That report INS-2024-047, Addition of All Way Stop Signs at the Intersections of Montgomery Boulevard and Benjamin Crescent/Fendley Road and College Avenue and Birch Street, be received; and**

**That Traffic By-law, 2005-078, Schedule E, be amended to include the new stop controls.**

**Carried through consent**

**13.1.10 Updated Speed Review on Elizabeth Street & Zina Street, INS-2024-049**

**Resolution 2024-200**

Moved by Councillor Andrews  
Seconded by Deputy Mayor Taylor

**That report INS-2024-049, Updated Speed Review on Elizabeth Street & Zina Street, be received.**

**Carried Unanimously**

**13.2 Correspondence**

**13.2.1 Amit Dublahar - Request for Permission to Hold a Firework Display for Diwali Celebration on November 1, 2024**

**13.2.2 Township of Melancthon - County of Dufferin Traffic Concerns and Budget Request**

**13.2.3 Grant Peters, Second Avenue - Traffic By-law 2005-075, Update to Parking Restrictions**

**13.2.4 Matthew Smith, McCarthy Street - Traffic By-law 2005-075, Update to Parking Restrictions**

**13.2.5 Richard Beri, Sunset Drive - Amelia Street Parking**



**13.2.6 Denise Beisel - Opposition to Request a Firework Display for November 1, 2024 - Diwali**

**13.2.7 Jayne Magagna and June McGarigle, Ada Street - Diwali Celebration - Ada Street**

**13.2.8 Max Waters, Zina Street - Opposition to Firework Display on Ada Street**

**13.2.9 Tanya Bamber - Request for Fireworks Display on November 1, 2024 - Diwali**

**13.2.10 Nadene Buck, Ada Street - Request a Firework Display for November 1, 2024 - Diwali**

**13.2.11 Misty Wilson, Elizabeth Street - Fireworks Request**

**13.2.12 Kim Turner - Fireworks Permit**

**13.3 Committee/Board Minutes**

**13.3.1 2024-05-16 - Equity, Diversity, and Inclusion Meeting Minutes**

**13.3.2 2024-06-20 Heritage Orangeville Meeting Minutes**

**13.3.3 2024-08-07 Committee of Adjustment Meeting Minutes**

**13.3.4 2024-08-07 Property Standards Committee Meeting Minutes**

**13.3.5 2024-08-14 Library Board Meeting Minutes**

**13.3.6 2024-09-04 Committee of Adjustment Meeting Minutes**

**14. Notice of Motion Prior to Meeting**

**15. Notice of Motion at Meeting**

None.

**16. Announcements**

Councillor Sherwood advised that Tip of the Iceberg is playing at Theatre Orangeville from October 17, 2024 to November 3, 2024.

Deputy Mayor Taylor congratulated the Orangeville BIA for the Boo on Broadway event that took place on the weekend and further congratulated to the Rotary Club for a successful event on Saturday, October 19, 2024.

Mayor Post thanked the Crossing Guard Team for ensuring everyone was safe over the weekend.

Councillor Prendergast thanked everyone that came out to plant trees with Credit Valley Conservation Authority and Sustainable Orangeville and advised that over 200 trees were planted.

Mayor Post advised that the following events are upcoming:

- Orangeville Legion Poppy Campaign
- Remembrance Day parade commences at the Legion on November 11, 2024
- Remembrance Day Ceremony at the Orangeville Cenotaph in Alexandra Park
- Tree Lighting Ceremony on November 15, 2024
- Santa Claus Parade on November 16, 2024
- Joy & Lights Holiday Gift Market November 15 - 17, 2024

## **17. By-Laws**

### **Resolution 2024-201**

Moved by Councillor Andrews

Seconded by Deputy Mayor Taylor

**That all by-laws for the current Council Meeting listed under item 17. By-laws, be read three times and finally passed with the exception of 17.5.**

**Carried Unanimously**

- 17.1 A by-law to prohibit kite fighting on private property and public property**
- 17.2 A by-law to amend By-law 2023-021 being a by-law to manage and regulate the use of parks, special events and film productions in the Town**
- 17.3 A by-law to amend By-law 78-2005 being a by-law to regulate traffic in the Town of Orangeville related to parking on Pheasant Court**
- 17.4 A by-law to amend By-law 78-2005 being a by-law to regulate traffic in the Town of Orangeville regarding stop signs on Montgomery Boulevard and College Avenue**
- 17.5 A by-law to amend By-law 78-2005 being a by-law to regulate traffic in the Town of Orangeville related to parking on Amelia Street**

**17.6 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 October 21, 2024**

**18. Adjournment**

**Resolution 2024-202**

Moved by Councillor Macintosh  
Seconded by Councillor Stevens

**That the meeting be adjourned at 8:30 p.m.**

**Carried**

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Lisa Post, Mayor

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Raylene Martell, Town Clerk

# **Town of Orangeville**

## **2024 Compensation Review for Management/Non-union Positions Summary Report**

**Council Meeting**

**November 4, 2024**

# Background

- ▶ The Town of Orangeville completed a Compensation Review in 2021 which included a review of internal equity, pay equity compliance and the competitive pay market. The review produced a salary grid with job rates reflecting the 60<sup>th</sup> percentile of the selected comparator group.
- ▶ A review was also completed in 2018 comprising the same project elements, producing a salary grid targeting the 55<sup>th</sup> percentile.
- ▶ The management/non-union salary grid consists of 17 pay bands and has been adjusted annually in effort to account for cost-of-living (“COLA”) increases. However, these increases have not kept up with the pace of inflation.
- ▶ The Job Evaluation System has been in place at the Town since 2018 and continues to support internal equity and pay equity compliance.
- ▶ The Consultant was retained in 2024 to conduct a review of the current compensation program; specifically, to assess the competitive pay market and the current pay practice (percentile target) in an evolving pay market, update pay equity compliance and develop proposed job rates for implementation in 2025.

# Project Overview

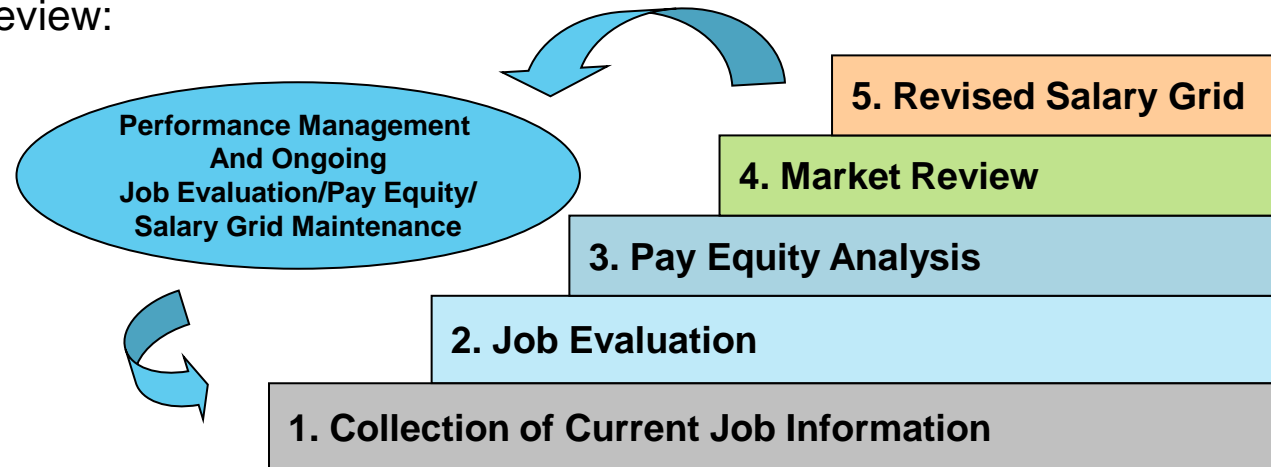
- ▶ Current job descriptions were provided to the Consultant.
- ▶ The Consultant completed a custom market study using 10 municipal comparator organizations; these comparators were selected having regard to historical comparators, geographic placement and measures of size/scope of service.
- ▶ The Consultant reviewed evaluation ratings for all positions to ensure that any changes in job content were reflected in the updated salary grid.
- ▶ The current banding framework was tested to ensure that it continues to support organization growth and job design.
- ▶ Proposed 2024 job rates were prepared based on the competitive pay market and pay equity was tested.
- ▶ A 2024 salary grid framework was prepared.

# Orangeville's Approach to Compensation

Orangeville's compensation philosophy addresses principles of:

- ▶ Internal Equity (fairness)
- ▶ Pay Equity (compliance)
- ▶ Market Equity (competitiveness)
- ▶ Pay for Performance
- ▶ Sustainability and Renewal

Orangeville's compensation program consists of these elements, and all elements were considered in this Review:



# Compensation Principles

Fairness	Compliance	Competitiveness	Pay for Performance	Sustainability and Renewal
<p><b>Internal equity</b> is achieved through Job Evaluation and placing similar valued positions in the same Band with a common Job Rate</p>	<p><b>Pay Equity Act</b> compliance is achieved and maintained through analysis to ensure there are no pay gaps for female job classes compared to male job classes of similar value</p>	<p><b>Market competitiveness</b> addresses attraction and retention issues; achieved by paying at a competitive percentile relative to the pay market</p>	<p>Employee will move one step on the salary grid, annually, based on performance metrics in a Performance Management Program</p>	<p>Determined by Council taking into account <b>budget implication, projections and workforce planning</b></p> <p><b>Best practice compensation tools, systems and renewal processes</b> are used to support the compensation program</p>



# Executive Summary

- ▶ Ensuring employees are paid fairly and competitively is a requisite for effective service delivery, given the limited resources in Ontario municipalities and the challenges in attracting and retaining staff in specialized, technical and management positions.
- ▶ The 60th percentile pay target is recommended to remain as it is representative and progressive having regard to scope, size and composition of the 2024 comparator group in relation to the Town of Orangeville, in light of an evolving pay market.
- ▶ On aggregate, Orangeville pays below the 60<sup>th</sup> percentile of the defined comparator group; with greater deviation in some positions.
- ▶ The current banding framework can support the organization design and placement of positions based on job content, internal equity and the defined pay market.
- ▶ The updated compensation framework addresses:
  - ▶ Internal equity for all positions
    - ▶ All positions are placed in pay bands using consistent interpretation and application of the Job Evaluation System
  - ▶ Pay equity compliance
    - ▶ All female job classes have a job rate equal to the male comparator job rate.
  - ▶ Pay practice with job rates that reflect the 60<sup>th</sup> percentile target of the defined pay market

# Internal Equity and Pay Equity Compliance

- ▶ Internal equity has been maintained by evaluating new and changed positions using the 12-factor Job Evaluation System that produced the current banding framework.
- ▶ The current non-union banding framework consists of 17 pay bands, holds jobs of similar value, and supports the current salary grid.
- ▶ Positions were reviewed and job evaluation ratings were updated.
- ▶ Pay Equity compliance was reviewed; there were no pay equity impacts identified.

# Market Competitiveness - Comparators

- ▶ The market comparator group was selected to reflect relevant scope/criteria:
  - ▶ Geographic location; proximity to large urban
  - ▶ Economic conditions
  - ▶ Similar service alignment/"like" services
  - ▶ Size - operating budget, population, tax base, service size
  - ▶ Historic comparators
- ▶ 14 comparators were selected and approved for the 2024 Market Review.
  - ▶ Caledon, Centre Wellington, King, Halton Hills, Whitchurch-Stouffville, East Gwillimbury, Bradford West Gwillimbury, New Tecumseth , Orillia, Guelph, Milton
  - ▶ County of Brant, County of Dufferin, County of Wellington
  - ▶ (all comparators were used in the 2021 review; Orillia was added)

# Market Competitiveness—Approach

- ▶ Positions were matched by the Consultant to similar positions in comparator organizations having regard to job title, job information, organizational charts, and 2024 annual and hourly job rates.
- ▶ A conservative approach was used in the job matching exercise and outlier matches were removed from the analysis so that results were not skewed.
- ▶ Market statistics based on 3 or more matches were calculated to determine market competitiveness using various percentile values. Percentile targets help define Orangeville's relative placement to the defined pay market.
- ▶ The percentile target is a measure of how the positions are ranked in the comparator group, highest to lowest.
  - ▶ the 60<sup>th</sup> percentile target is the \$ Rate where 60% of the wage rates in comparator organizations are below this amount, and only 40% are above.

# Market Competitiveness—Aggregate Comparison

Aggregate Comparison— Orangeville Job Rates compared to Market Percentile Targets (% below target)	P55	P60	P65
Annual Job Rate	1.5%	2.8%	4.2%
Hourly Job Rate	1.3%	2.2%	3.4%

- ▶ The Market Summary indicates that on aggregate, Job Rates for Orangeville positions are low when compared to the competitive pay market target for all percentiles; with greater deviation in some positions (i.e., paying below typical salary).
- ▶ Differences in annual and hourly market deviations are due to differences in annual hours of work for positions amongst the comparator group.
- ▶ Orangeville is less competitive when comparing job rates (maximum pay rates) for mid-level/senior management positions. This is in keeping with market observations for other municipalities across the province, given the challenges to attract and retain talent.
- ▶ Some positions are closer to the pay target than others.
- ▶ There is an inequity in competitive pay throughout the employee group.

# Results of the Market Review

- ▶ Contributing factors to current market placement:
  - ▶ An evolving pay market...
    - ▶ Many of the Comparators have completed a salary review in the last 3 to 4 years and adjusted their salary grids accordingly.
    - ▶ Many of the Comparators have revisited their compensation practice and adjusted their comparator pool and/or increased the target market percentile to achieve competitive job rates.
  - ▶ 10 of the 14 comparators have adopted a pay target at the 60<sup>th</sup> percentile or higher
  - ▶ 3 comparators completed a compensation review in 2023
  - ▶ 7 comparators are undertaking a compensation review in 2024

# Recommended Percentile Target

- ▶ It is recommended that Orangeville continue the pay practice that establishes job rates that reflect, at a minimum, the 60<sup>th</sup> percentile of the defined pay market, having regard to:
  - ▶ the size/scope of the 2024 comparator group;
  - ▶ a conservative approach to job matching;
  - ▶ staff retention challenges;
  - ▶ geographic placement;
  - ▶ evolving pay practice in the comparator group; and
  - ▶ economic conditions and external influencers within the local/regional area.
- ▶ This reflects a progressive approach in aligning job rates with an evolving and competitive pay in a 3-year review cycle (2021/2024).
- ▶ The pay target will align the competitive pay rates for positions in the employee group, and achieve equity when comparing to the defined pay market.

# Revised 2024 Job Rates and 2025 Salary Grid

- ▶ A 2024 non-union salary grid framework was prepared for positions using job rates (maximum rates) that reflect the 60<sup>th</sup> percentile of the pay market.
- ▶ The framework consists of 5 steps with a 4% step differential; Step 5 (or the highest step in the Band) is job rate (maximum rate) for the pay band.
- ▶ The framework can be adjusted, to account for an economic increase (COLA) for 2025.
- ▶ Staff have prepared an implementation costing for placement of all positions on the new Grid. This approach reflects equity and consistency and supports retention and sustainability.



# Pay Practice and Future Considerations

- ▶ It is recommended that the Town of Orangeville continue the pay practice of targeting the 60<sup>th</sup> percentile of the defined pay market, and that the Town adopt the proposed Salary Grid.
- ▶ It is recommended that the following practices be continued to build resilience in the compensation program, supported by prevailing practice in the sector:
  - ▶ That Orangeville continue the practice of undertaking a periodic market review of all positions on a 3 to 4-year cycle in order to ensure competitive pay practices in light of changing demographics and work practices in the municipal sector.
    - ▶ This has become a best practice in the sector, providing analysis that supports adjustments to the salary grid to ensure an organization is not overpaying or underpaying positions.
  - ▶ That annual increases to the non-union salary grid be determined by conducting a review of the comparator organizations to determine an average of the comparator group projected salary grid increases. This information, together with information relating to CPI increases and the Town's negotiated increases will inform the appropriate salary grid adjustments having regard to maintaining a sustainable compensation framework.
  - ▶ That new and changed positions continue to be evaluated using the job evaluation system; and that pay equity compliance be reviewed annually.



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**Subject:           Salary Market Review**

**Department:       Corporate Services**

**Division:           Human Resources**

**Report #:           CPS-2024-049**

**Meeting Date:     2024-11-04**

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**Recommendations**

**That report CPS-2024-049, 2024 Salary Market Review be received.**

**Overview**

- A municipal salary market review is a process used by local governments to evaluate and adjust employee compensation to ensure competitiveness and equity.
- In Q2 2024, the Town of Orangeville commenced a salary market review. The three (3) key components for consideration in the 2024 review included: internal equity, pay equity and a market summary.
- The review was conducted by an external consultant to ensure the outcome is fair and free of bias.
- The market summary shows that overall, the Town salaries are lower than the target for competitive pay when compared to other municipalities.
- The Town will continue to compensate staff at the 60<sup>th</sup> percentile of the pay market.
- Finance will incorporate the costs associated with this target into the 2025 budget proposal for Council’s consideration, ensuring the Town’s compensation strategy is both equitable and fiscally responsible.

**Background**

A municipal salary market review is a process used by local governments to evaluate and adjust employee compensation to ensure competitiveness and equity. The review benchmarks salaries against comparable roles in other municipalities and aligns them with market standards. The goals of the review are to ensure the municipality can attract and retain qualified staff, maintain internal and external equity, manage the budget effectively, and support staff attraction and retention. The process involves data

collection, benchmarking, analysis, and recommendations for salary adjustments. These reviews are conducted regularly, typically every 3-5 years, or once per Council term.

In Q2 2024, the Town of Orangeville commenced a salary market review for all salaried, hourly, full-time, part-time, and contract staff. The review was conducted by an external consultant to ensure the outcome that is fair and free of bias. The Town compared salaries to the following 14 municipalities based on several criteria including location, population, services provided and proximity. Larger and upper tier areas were also considered to help provide a balanced comparison:

1. City of Guelph
2. City of Orillia
3. County of Brant
4. County of Dufferin
5. County of Wellington
6. Town of Bradford West Gwillimbury
7. Town of Caledon
8. Town of East Gwillimbury
9. Town of Halton Hills
10. Town of Milton
11. Town of New Tecumseth
12. Town of Whitchurch-Stouffville
13. Township of Centre Wellington
14. Township of King

The three (3) key components for consideration in the 2024 review included: internal equity, pay equity and a market summary. Internal equity, the first step in the review process, ensures that all positions are accurately captured by reviewing the Town's job descriptions. In terms of pay equity, the Town is required to comply with pay equity legislation, and a thorough review was conducted to confirm compliance throughout the process. Following this, a market analysis assessed the Town's competitiveness against municipal comparators. This evaluation helps address issues related to staff attraction and retention, while also guiding the recommendations for a revised competitive pay grid.

### **Current Situation**

The market summary shows that overall, the Town salaries are lower than the target for competitive pay when compared to other municipalities. This is not unexpected at the end of a market review cycle. Some jobs have a bigger gap, meaning they pay even less than the typical salaries for similar roles.

It is recommended that the Town continue with the 60<sup>th</sup> percentile of the pay market. This means setting pay rates that are higher than 60% of comparable municipalities. This approach is seen as balanced and forward-looking, considering Orangeville's size and the changing job market.

## Corporate Implications

Finance will incorporate any costs associated with the salary market review into the 2025 budget proposal for Council's consideration.

## Conclusion

In summary, this salary market review has provided a comprehensive analysis of the Town's compensation structure, addressing key components such as internal equity, pay equity compliance, and a market comparison. Based on the findings, the Town should continue with compensating staff at the 60<sup>th</sup> percentile of the pay market to remain competitive with comparable municipalities. Finance will incorporate the costs associated with this target into the 2025 budget proposal for Council's consideration, ensuring the Town's compensation strategy is both equitable and fiscally responsible.

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## Strategic Alignment

### Strategic Plan

#### Strategic Goal: Corporate Capacity

**Objective:** Approachability: Ensure the Town's staffing complement can achieve service levels and complete projects.

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**Notice Provisions** – Not applicable.

Respectfully Submitted,

David Smith  
Chief Administrative Officer

Reviewed By:

Antonietta Minichillo  
General Manager, Corporate Services

Prepared By:

Natalie Leece, Project Coordinator, Corporate Services  
Sarah Mayer, Human Resources Coordinator, Corporate Services



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**Subject: Council Tasks**  
**Department: Corporate Services**  
**Division: Clerks**  
**Report #: CPS-2024-067**  
**Meeting Date: 2024-11-04**

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**Recommendations**

**That report CPS-2024-067, Council Tasks, be received.**

**Background**

The purpose of this report is to provide Council with a summary of the tasks and action items that have been assigned to staff at Council meetings.

**Analysis/Current Situation**

The two (2) attachments are comprised of:

1. The **Completed Tasks** since the last quarterly update (August 12, 2024) as Attachment 1; and
2. The **In-Progress Tasks** includes tasks that are ongoing since the Council Task program was implemented as Attachment 2.

All reports included were pulled from the system as of October 11, 2024. Historically, Council would see three (3) attachments, being Completed, In-Progress, and Incomplete/Not Started, but there were no Council Tasks with an Incomplete/Not Started status. Every effort has been made to ensure the accuracy of the task statuses provided. However, updates may have been made in the system in the three (3) week period from when the report was pulled and the date of the meeting.

The Council Task program provides a mechanism for assigning and tracking tasks that result from Council decisions at a Council meeting. The tasks are generally assigned to staff within two (2) days following the Council meeting and Council is provided with Council Task updates quarterly.

Historically, Council Tasks were resolutions passed by Council and assigned to the report writers. The current process has allowed for resolutions passed by Council with

an action item for staff to complete to be tracked. Resolutions may appear in the report multiple times, but with different actions assigned to a specific staff member to complete, the staff member may not be the report writer which was past practice. Resolutions that are considered by Council for information will not be included in the Council Task report.

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### **Corporate Implications**

This report will not generate direct implications. If future actions related to this report will have a corporate impact, a report will be presented to Council for consideration.

### **Conclusion**

The Council Task program is a useful tool to assist staff and Council with tracking and managing actions arising from Council decisions.

The next Council Task report will be included on a Council agenda in January 2025.

### **Strategic Alignment**

#### **Strategic Plan**

Strategic Goal: Future-Readiness

Objective: Due Diligence

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### **Notice Provisions**

Not Applicable.

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Respectfully submitted

Antonietta Minichillo  
General Manager, Corporate Services

Reviewed by

Raylene Martell  
Town Clerk, Corporate Services

Prepared by

Lindsay Raftis  
Assistant Clerk, Corporate Services

**Attachment(s):** 1. Completed Tasks  
2. In-Progress Tasks

Status	Description	Meeting Date	Comments
Completed	That report Facilities Capital Budget Reallocation, be received; and That Council approve the reallocation of funds from projects 24071.2560 Rotary Park Tennis Court Rehab, 21170.1300 Elevator and Front Desk Reconstruction Library, 21218.1400 Tourism Second Floor Entrance, and 21220.1460 Senior Centre Repairs in the amounts of \$35,000, \$22,000, \$14,000 and \$10,000 respectively, to projects 21158.1000 HVAC System - Town Hall, 24072.1445 Jean Hamlyn Parking Lot, and 21216.1000 Town Hall Evaporator/Chiller in the amounts of \$27,000, \$40,000 and \$13,000 respectively. Action: Notify Finance Department of the changes to the Capital Funding.	8/12/2024 18:00	Town Hall HVAC and Jean Hamlyn Parking project have been fully funded. Town Hall HVAC project will be completed by the end of August. Parking lot project has been scoped and will be released for tender in the Fall.
Completed	That report CPS-2024-050, Integrity Commissioner Appointment, be received; and That Council pass a by-law appointing an Integrity Commissioner for a 5 year term commencing August 15, 2024. Action: Have contract signed with Principles Integrity and CAO.	8/12/2024 18:00	Contract sent for signature on August 13, 2024.  Contract Signed and filed. Website page updated.
Completed	That report CPS-2024-052, 2024 Second Quarter Capital Progress, be received. Action: Community Services to report back to Council on budget overage for the Alder Pool project.	8/12/2024 18:00	Staff will report to Council on September 9 regarding the ALder Pool budget shortfall.
Completed	That report CPS-2024-052, 2024 Second Quarter Capital Progress, be received. Action: Infrastructure Services to report back to Council on budget overage for Centennial Reconstruction Project.	8/12/2024 18:00	Report going to Council Sept.23/24
Completed	That report CPS-2024-054, 2024 Business Improvement Area (BIA) Levy, be received; and That Council adopt the 2024 BIA levies as proposed for the 2024 fiscal year; and That Council pass a by-law to provide for the 2024 levy and collection of a special charge upon rateable property in the Orangeville Business Improvement Area. Action: Notify finance.	8/12/2024 18:00	
Completed	That the minutes of the 2024-06-24 Closed Council Minutes, be approved; and That the Community Risk Assessment Presentation regarding a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act - Emergency Management and Civil Protection Act s.2.1(3-7), be received; and That confidential report CPS-2024-045, Committee Appointments regarding personal matters about an identifiable individual, including municipal or local board employees, be received; and That Council appoint Kati Atkinson, Chris De Castro, and Robbie Mair to the Affordable Housing Task Force; and That the Terms of Reference for Access Orangeville be amended to increase the Committee Composition by one (1) additional member; and That Council appoint Karen Murphy-Fritz and Sara Clarke to Access Orangeville; and That the Terms of Reference for Sustainable Orangeville be amended to increase the Committee composition by two (2) additional members; and That Council appoint Jodi Elchyshyn, Joshua Pickering, and Ellen Whitfield to Sustainable Orangeville; and That Council accept the resignations from Avery Wetten and Paige Knight from the Mayors Youth Advisory Council; and That Council appoint Ishika Singla and Victoria Servos to the Mayors Youth Advisory Council; and That Council confirm the appointments of Warren Maycock and Grant Armstrong to the Orangeville Police Service Board after having received satisfactory police record checks; and That staff proceed as directed. Action: Notify the appointed members to various Committees and Boards.	8/12/2024 18:00	

Completed	<p>That the minutes of the 2024-06-24 Closed Council Minutes, be approved; and</p> <p>That the Community Risk Assessment Presentation regarding a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act - Emergency Management and Civil Protection Act s.2.1(3-7), be received; and</p> <p>That confidential report CPS-2024-045, Committee Appointments regarding personal matters about an identifiable individual, including municipal or local board employees, be received; and</p> <p>That Council appoint Kati Atkinson, Chris De Castro, and Robbie Mair to the Affordable Housing Task Force; and</p> <p>That the Terms of Reference for Access Orangeville be amended to increase the Committee Composition by one (1) additional member; and</p> <p>That Council appoint Karen Murphy-Fritz and Sara Clarke to Access Orangeville; and</p> <p>That the Terms of Reference for Sustainable Orangeville be amended to increase the Committee composition by two (2) additional members; and</p> <p>That Council appoint Jodi Elchyshyn, Joshua Pickering, and Ellen Whitfield to Sustainable Orangeville; and</p> <p>That Council accept the resignations from Avery Wetten and Paige Knight from the Mayors Youth Advisory Council; and</p> <p>That Council appoint Ishika Singla and Victoria Servos to the Mayors Youth Advisory Council; and</p> <p>That Council confirm the appointments of Warren Maycock and Grant Armstrong to the Orangeville Police Service Board after having received satisfactory police record checks; and</p> <p>That staff proceed as directed.</p> <p>Action: Amend the Terms of Reference for Access Orangeville and Sustainable Orangeville and update the website.</p>	8/12/2024 18:00	
Completed	<p>That report CPS-2024-046, Response to Council Direction Regarding Kite Fighting, be received; and</p> <p>That staff be directed to proceed with Option 2 to prepare a by-law that prohibits kite fighting on private and public property as outlined in report CPS-2024-046.</p> <p>Action: Prepare by-law.</p>	8/12/2024 18:00	Kite Fighting by-law drafted. Going to September 16 Public Meeting for public input. Aiming for October 21 Council Meeting for adoption.
Completed	<p>That report CMS-2024-014 Alder Pool Completion Status, be received; and</p> <p>That \$960,291 from the General Capital Reserve Fund, be transferred to fund the remainder of the Alder Pool Liner Replacement project.</p> <p>Action: Transfer funding from General Capital Reserve Funds to the capital project account.</p>	9/9/2024 18:30	Changes made in FMW. Completed by Finance.
Completed	<p>That report CMS-2024-014 Alder Pool Completion Status, be received; and</p> <p>That \$960,291 from the General Capital Reserve Fund, be transferred to fund the remainder of the Alder Pool Liner Replacement project.</p> <p>Action: Process the remainder of the Alder Pool Invoices from Capital Project account.</p>	9/9/2024 18:30	Finance will wait for the remaining invoices to be received, and process them accordingly.
Completed	<p>That report CPS-2024-056, Administrative Monetary Penalty System, be received; and</p> <p>That Council direct staff to proceed with the various steps to create and implement the AMPS.</p> <p>Action: Include administrative costs for AMPS in the 2025 budget.</p>	9/9/2024 18:30	
Completed	<p>That report CPS-2024-056, Administrative Monetary Penalty System, be received; and</p> <p>That Council direct staff to proceed with the various steps to create and implement the AMPS.</p> <p>Action: Complete 0.5 FTE request for budget.</p>	9/9/2024 18:30	
Completed	<p>That report INS-2024-037 Fleet Ownership Strategy be received; and</p> <p>That Council direct staff to transition the Town of Orangeville from the Enterprise Fleet Management Canada Inc. lease program to an in-house fleet management program; and</p> <p>That Council approve the proposed fleet ownership strategy.</p> <p>Action: Adjust the 2025-2034 Capital and Operating budgets to align with the recommendations of the report.</p>	9/9/2024 18:30	Completed by Finance.
Completed	<p>That report INS-2024-042, Engineering Services for the Reconstruction of Third Avenue, First Street to Third Street; Reallocation of Existing Project Funds, be received; and</p> <p>That Council approve the reallocation of project carry forward funds in the amount of \$23,893 from Project # 31119.0000 to Project # 31124.0000; and</p> <p>That Council approve the reallocation of project carry forward funds in the amount of \$23,893 from Project # 31119.000 to Project # 31125.0000.</p> <p>Action: Transfer the funding as outlined in the report.</p>	9/9/2024 18:30	Changes made in FMW. Completed by Finance.



Completed	Whereas planting trees across the Town of Orangeville will provide many benefits to residents, including increased forest cover and biodiversity, improved soil and water conservation, providing wildlife habitat and climate change adaptation and resiliency; and Whereas Credit Valley Conservation is undertaking the Forestry Rural Tree Planting, Community Stewardship Tree Planting Project and Credit River Watershed Home Tree Planting Project; and Be it resolved that Council acknowledges that Credit Valley Conservation is applying for a funding opportunity from the Federation of Canadian Municipalities Growing Canadas Community Canopies initiative for Forestry Rural Tree Planting, Community Stewardship Tree Planting Project and Credit River Watershed Home Tree Planting Project in partnership with the Town of Orangeville; and Further that Council recognizes that the lifetime contribution from the Growing Canadas Community Canopies initiative will not exceed \$10 million for tree planting within The Town of Orangeville, inclusive of a maximum contribution of \$1 million for infrastructure activity costs, and that if approved this project will be counted towards that limit. Action: Forward resolution of support to Credit Valley Conservation.	9/9/2024 18:30	
Completed	That September 16 - 22, 2024 be proclaimed as World Mitochondrial Disease Week. Action: Administer proclamation process.	9/9/2024 18:30	Proclamation has been prepared, posted to website and sent to the organization for their records
Completed	That report CMS-2024-018, Community Sport and Recreation Infrastructure Fund - Rotary Park Re-Development, be received; and That Council direct Staff to apply for the Community Sport and Recreation Infrastructure Provincial funding. Action: Community Services and Finance to apply for the CSRIF funding, Stream 2 by the end of the year.	9/23/2024 18:30	Community Service Staff are working on the grant application. Finance is working on the transfer Payment Agreement with the Ministry.  Application is 90% complete and includes detailed architectural drawings.  Target date to submit application in November 2024
Completed	That report CMS-2024-018, Community Sport and Recreation Infrastructure Fund - Rotary Park Re-Development, be received; and That Council direct Staff to apply for the Community Sport and Recreation Infrastructure Provincial funding. Action: Announce the funding according to Provincial requirements and sign the Transfer Payment Agreement.	9/23/2024 18:30	Staff have started the process. Submission target date is October 31.
Completed	That report CPS-2024-059, Committee Updates, be received; and That Council accept the resignation of Melissa Vinden from the Economic Development and Culture Committee; and That Council direct staff to proceed with advertising to fill the business community representative vacancy for the Economic Development and Culture Committee; and That Council accept the resignations of Braedon Peters, Clara Shaw, and Jack Bracken from the Mayors Youth Advisory Council; and That Council direct staff to proceed with Option 1 to advertise to fill the vacancies for the Mayors Youth Advisory Council. Action: Proceed to advertise to fill vacancies.	9/23/2024 18:30	
Completed	That report INS-2024-044, Additional Funding for Centennial Road, be received; and That Council approve the additional funding in the amount of \$80,000 towards project 31115.0000 - Centennial Road Reconstruction, \$24,000 from Water Reserves, \$24,000 from Wastewater Reserves, and \$32,000 from General Capital Reserves. Action: Finance to transfer funds in the amount of \$80,000 from General Capital Reserves to Project 31115.0000, Reconstruction of Centennial Road.	9/23/2024 18:30	Changes made in FMW. Completed by Finance.

Completed	<p>Whereas there is a humanitarian crisis in Ontario among our streets in small, large, urban and rural municipalities;</p> <p>Whereas the cases related to homelessness, mental health and addictions continue to rise with 3,432 drug related deaths in 2023, an estimated 234,000 Ontarians experiencing homelessness and over 1,400 homeless encampments across Ontario communities;</p> <p>Whereas we need immediate action from all levels of government, starting with the province;</p> <p>Whereas the province has provided additional funding and support for mental health, addictions and homelessness programs, these efforts do not adequately address the growing crisis and the financial and social impact on municipalities and regions across the province;</p> <p>Whereas municipalities, counties, and regions are stepping up and working with community partners to put in place community-specific solutions to address this crisis, however, municipalities and regions lack the expertise, capacity, or resources to address these increasingly complex health care and housing issues alone;</p> <p>Whereas this is primarily a health issue that falls under the provincials jurisdiction and municipalities and regions should not be using the property tax base to fund these programs;</p> <p>Whereas there is no provincial lead focused on this crisis leading to unanswered questions that span over a dozen ministries, and a lack of support to manage the increasing needs of those who are unhoused;</p> <p>Now therefore be in resolved that the Town of Orangeville supports the Ontario Big City Mayors Solve the Crisis" Campaign;</p> <p>That the provincial and federal governments commit to immediate action to solve the Humanitarian Crisis that Ontario is facing as the numbers of unhoused individuals and those suffering with mental heath and addictions grows exponentially;</p> <p>That the province officially makes Homelessness a Health Priority;</p> <p>That the Premier of Ontario appoint a responsible Minister and Ministry with appropriate funding and powers to act as a single point of contact to address the full spectrum of housing needs as well as mental health, addictions and wrap around supports;</p> <p>That the provincial government strike a task force with broad sector representatives including municipalities, regions, healthcare, first responders, community services, the business community and the tourism industry to develop a Made in Ontario Action Plan to ensure that solutions can be implemented quickly and effectively to tackle this crisis;</p> <p>That the provincial government provide the adequate, sufficient and sustainable funding to ensure that municipalities have the tools and resources to support individuals suffering with mental health and addictions, including unhoused people and those from vulnerable populations that may be disproportionately impacted;</p> <p>That the residents across the Town of Orangeville and within Dufferin County join Council in appealing to the provincial and federal governments by visiting SolveTheCrisis.ca and showing your support.</p> <p>Action: Circulate resolution.</p>	9/23/2024 18:30	
Completed	<p>Whereas the Dufferin Paramedic Services station on Blind Line recently sustained damage due to flooding; and</p> <p>Whereas the recommendation is for them to avoid the area during remediation and construction; and</p> <p>Whereas Dufferin Paramedic Services and Headwaters Health Care Centre both utilize that space for training and meetings; and</p> <p>Whereas they are in need of a space on an interim basis;</p> <p>Now therefore be it resolved that Town of Orangeville Community Services Staff be directed to work with the Dufferin Paramedic Service to find a temporary, town owned location that can be used; and</p> <p>That the hourly non-profit rate from the room rental program be waived for the duration of their use of the space.</p> <p>Action: Work with Dufferin Paramedic Service to find a temporary location.</p>	9/23/2024 18:30	Staff have contacted Chief Staples. A room has been determined. Executing the contract and insurance submission are in progress
Completed	<p>That report CMS-2024-020, Sustainable Orangeville Baby Tree Sapling Program, be received; and</p> <p>That Council direct Staff to end the Baby Tree sapling program.</p> <p>Action: Notify Communications team to remove Baby Tree Program from website.</p>	10/7/2024 19:00	Baby Tree Program info has been archived on the website.
Completed	<p>That November 4, 2024 to December 1, 2024 be proclaimed as Respect YOUR Rec campaign.</p> <p>Action: Administer proclamation process.</p>	10/7/2024 19:00	

Status	Description	Meeting Date	Comments
In Progress	That report IS-TD-2020-010, National Disaster Mitigation Program (NDMP) Flooding Analysis Results report be received; and That Staff develop a Flood Mitigation Plan based on the NDMP Town of Orangeville Flood Mitigation Project analysis and results for Councils consideration.	11/4/2020 9:00	Oct. 2024, remains in progress. Discussions with CVC, Meeting scheduled with Ministry to discuss programme. Further updates will be provided in Q2 of 2025.
In Progress	2021-138 That report INS-2021-025, Corporate Climate Change Adaptation Plan, be received; That Council approve and adopt the Corporate Climate Change Adaptation Plan; And that Council authorizes staff to begin the implementation of action items according to the contents outlined in the 2021 Corporate Climate Change Adaptation Plan. Result: Carried	4/12/2021 18:00	Oct. 28, remains in progress. Update reports provided in earlier reports in 2024. Staff have begun implementing action items according to the contents outlined in the Plan. Progress report for Plan anticipated for Q2/Q3 - 2025.
In Progress	2021-320 Moved: Mayor Brown Seconded: Deputy Mayor Macintosh That report INS-2021-053, Humber Lands, Primacare Proposal and Options for Determining Future Land Use(s), be received; And that Council direct staff to proceed with Option 1 as outlined in report INS-2021-053 to pursue discussions with Primacare to facilitate a proposed development concept for the Humber Lands; And that Council direct the CAO to pursue negotiations with Primacare for the purchase of up to one half of the Humber Lands for fair market value and to report back to Council on the progress of these negotiations. Result: Carried Unanimously	9/27/2021 19:00	Primacare proponents determining updated development concept for Humber Land acquisition negotiations

In Progress	<p>2022-075</p> <p>Moved: Councillor Sherwood          Seconded: Councillor Post</p> <p>That Report INS-2022-013, Dufferin County Municipal Comprehensive Review, Draft Land Needs Analysis, be received;          And that staff proceed to engage in consultation regarding the County of Dufferin Municipal Comprehensive Review update to the County Official Plan with respect to implications for the Town of Orangeville;          And that staff report back to Council with any update in the County Municipal Comprehensive Review process, as appropriate.</p> <p>Result: Carried</p>	2/28/2022 17:30	<p>County OPA 2 (growth targets) and County OPA 3 (mapping) adopted by County and approved by MMAH.          County OPA 4 (general policy conformity update) adopted by County in April 2024 and awaiting approval from MMAH</p>
In Progress	<p>2022-153</p> <p>Moved: Councillor Sherwood          Seconded: Councillor Andrews</p> <p>That report CAO-2022-005, titled Fire Hall Repurposing into Crisis Care Bed Facility and land for Habitat Build Project be received;          And that staff be directed to continue to proceed with the option of redeveloping the second floor of the Fire Hall into a Crisis Care Facility;          And that staff be directed to seek alternate land options suited for a residential Habitat for Humanity Build;          And that staff will report back on the continuing progress of these projects;          And that staff be directed to proceed with any required Zoning and Official Plan amendments.</p> <p>Result: Carried</p>	4/25/2022 17:30	<p>Until the new fire hall is completed, the Town cannot develop the second floor of the current fire station. New fire hall is anticipated to be operational in 2026 and the design of the second floor will be revisited at that time. In addition, ongoing discussions continue with Habitat for Humanity for a location.</p>
In Progress	<p>2022-336</p> <p>Moved: Councillor Peters          Seconded: Councillor Taylor</p> <p>That Sustainable Neighbourhood Action Plan Progress Report be brought back to Council by Q4 2024.</p> <p>Result: Carried</p>	9/26/2022 19:00	<p>October 2024, Progress report prepared in earlier 2024 Council Report. This item remain in progress as it is an ongoing initiative.</p>

In Progress	<p>2023-136</p> <p>Moved: Councillor Andrews          Seconded: Councillor Stevens</p> <p>That Council receive the presentation from Primacare Living Solutions Inc.;</p> <p>And that staff be directed to obtain an appraisal of the Humber lands;</p> <p>And that staff report back on, lot sizes, water capacity, and requisite planning considerations.</p> <p>Result: Carried Unanimously</p>	4/17/2023 18:45	<p>Finance considers this complete</p> <p>Planning is working with Primacare and awaiting updated development concept for Humber Land acquisition negotiations.</p> <p>The CAO has had multiple meetings with Primacare during Q2 and is awaiting further information from them.</p>
In Progress	<p>2023-226</p> <p>Moved: Councillor Macintosh          Seconded: Deputy Mayor Taylor</p> <p>That report CMS-2023-022, Temporary Relocation of Off-Leash Dog Park, be received;</p> <p>And that Council approve the temporary relocation of the Orangeville Off-Leash Dog Park from Hansen Boulevard to 49 Town Line, Orangeville;</p> <p>And that Council approve an additional \$25,000 from the Parks and Recreation Reserve for the temporary relocation of the Orangeville Off-Leash Dog Park;</p> <p>And further that staff be directed to return to council for direction if it is determined through the Environmental Study that remediation of the proposed new site would be required;</p> <p>And that a land acquisition strategy be completed;</p> <p>And that staff report back to Council with a permanent Off-Leash Dog Park location.</p> <p>Result: Carried</p>	6/19/2023 17:30	<p>Staff Report submitted for December 11, 2023 Council Meeting to provide an update.</p> <p>Finance added \$25K to budget as per recommendation. Finance considers this task complete.</p> <p>Temporary Dog Park location proposed at the south side of Tony Rose Memorial Sport Centre. Staff to report back to Council once permanent location is determined.</p> <p>June 10 - community meeting to discuss Temp location at TR.</p> <p>Community meeting held and sent pdf of shared slides for information. Community was not supportive of temp dog park citing too crowded of an area. Working on two additional locations to Tony Rose. (July 2nd update)</p> <p>Staff submitted a capital budget request for additional funds to install a temp dog park at the Humber Lands (Veterans Way, north of Hanson Blvd.). The dog park is set to move when the Orangeville Highlands dog park no longer is available due to construction.</p>
In Progress	<p>Staff to report to Council with respect to additional funding required for the Hansen Blvd Bridge - Lower Monora Creek capital project.</p>	7/10/2023 18:30	<p>We are awaiting some final numbers from the contractor to finalize the progress and additional funding request. October 28, 2024, to date we have received nor heard anything further from the contractor.</p>

In Progress	<p>2023-269</p> <p>Moved: Councillor Prendergast          Seconded: Deputy Mayor Taylor</p> <p>That report INS-2023-052, Boulevard Tree Inventory and Tree Canopy Assessment, be received;</p> <p>And that Council direct staff to solicit input from the public regarding tree preservation measures;</p> <p>And that Council direct staff to investigate the resources and logistics necessary to implement a tree preservation by-law;</p> <p>And that Council direct staff to report back with a framework for the development of a tree preservation by-law that includes community input;</p> <p>And that Council direct staff to report back with an additional allocation of \$80,000 in the 2024 Budget deliberations to achieve the urban tree canopy target of 40% by 2040;</p> <p>And that Council direct staff to investigate industry best practices with respect to pruning and maintenance of the existing tree canopy.</p> <p>Result: Carried Unanimously</p>	8/14/2023 17:30	<p>As of October 28, 2024, Finance considers this complete. Public input is complete. In process of gathering municipal input regarding resources and logistics for implementing a tree by-law. Staff expects to have this task completed and report to Council in Q2 of 2025 and when new Climate Change and Sustainability person is retained.</p>
In Progress	<p>2023-383</p> <p>Moved: Councillor Macintosh          Seconded: Councillor Andrews</p> <p>That report CPS-2023-082, Regulatory By-law Review Work Plan Update, be received;</p> <p>And that staff continue with the review and completion of the following by-laws in 2024:</p> <p>Establish and Regulate Fire Department; Consolidated Fees and Charges; Kite Fighting; False Alarms; Administrative Monetary Penalties; Lawn Watering; Traffic - including road occupancy, sale of goods/services, level of service and parking at Montgomery Village, encumbering highway; Topsoil Removal; Discharge of Water into Sanitary and Storm Sewer; and Tree Preservation.</p> <p>Result: Carried Unanimously</p>	12/11/2023 18:30	<p>Regulatory Review Report for 2025 going to Council on December 2, 2024</p> <p>Completed By-laws</p> <ul style="list-style-type: none"> <li>- Lawn Watering - passed June 2024</li> <li>- Kite Fighting - passed October 21, 2024</li> </ul> <p>By-laws In Progress</p> <ul style="list-style-type: none"> <li>- Consolidated Fees and Charges - Public Meeting held October 28, 2024</li> <li>- False Alarm - going to Public Meeting on November 25, 2024</li> </ul> <p>By-laws to be completed in 2025</p> <ul style="list-style-type: none"> <li>- Traffic scheduled for Q1/Q2 2025</li> <li>- AMPS scheduled for Q2 2025</li> </ul>

In Progress	That report CPS-2024-013, 2026 Municipal Election Options, be received; And that Council pass a by-law authorizing the use of electronic voting in addition to the use of tabulators for traditional voting for the 2026 Municipal Election.  Action: RFP for electronic voting.	2/26/2024 18:00	Currently drafting RFP. RFP to be released by end of 2024 depending on procurement staff availability.
In Progress	That report CPS-2024-011, Noise By-law, be received; And that Council pass a by-law to prohibit and regulate noise within the Town and repeal By-law 12-96; And that Council direct staff to report back with specific metrics related to the enforcement of the noise by-law by Q4 of 2024.  Action: Commence public engagement campaign with Communications.	3/18/2024 17:00	Awaiting results from 2024 metrics to prepare appropriate messaging. Metrics report going to Council December 2024.
In Progress	Action arising from discussion: Connect with Eden Grodzinski Habitat for Humanity with respect to MOU after completion of environmental assessment.	3/18/2024 17:00	Land is still owned by ORDC and assessment is still ongoing.

In Progress	<p>That report INS-2024-032, York Street Heritage Conservation District Request be received; and</p> <p>That an Open House meeting with York Street residents be scheduled before the end of June 2024 to explain designation approaches and understand desires/concerns; and</p> <p>That staff schedule one on one meetings with residents of York Street to address their questions and concerns; and</p> <p>That planning staff be directed to retain the expertise of a Heritage expert to conduct a peer-review on the York Street portion of the 2017/2018 study to determine if prescribed HCD criteria is met under the new provincial legislation and to recommend a preferred approach for designation (individually or as an HCD); and</p> <p>That planning staff also be directed to hire a Heritage Planning Student to review the Municipal Non-Designated Registry properties and determine which properties should be prioritized to pursue individual designation and to provide recommendations to designate specific properties within the Non-Designated Registry; and</p> <p>That these two projects be funded using \$28,000 from Heritage Committee reserves and \$30,000 from Planning operating budget as required; and</p> <p>That staff report back to Council on the above.</p> <p>Action: Retain a Heritage expert to conduct a peer-review on the York Street portion of the 2017/2018 study.</p>	5/13/2024 18:30	Heritage Consultant retained, peer review of the original HCD work is underway, expected to be completed with recommendations for York Street designation options in Q1 2025 (Oct. 30, 2024)
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In Progress	<p>That report CMS-2024-011, Tony Rose Memorial Sports Centre Mechanical Failure (Pool), be received; and</p> <p>That Council select Option 2: Closure of the Tony Rose Memorial Sports Centre Pool, Staff conduct a Facility Needs Assessment Study and report back to Council; and</p> <p>That the recreation team and the transportation team meet to discuss potential opportunities to maximize and communicate existing public transit routes between Tony Rose and Alder to ensure access for seniors and others in the area who are accustomed to pedestrian access to the Tony Rose facility; and</p> <p>That Council authorize the Mayor to continue discussions with Upper Grand District School Board and to start discussions with both the YMCA and the County of Dufferin Mayors to discuss partnership opportunities to enhance aquatics and other recreation offerings in Orangeville and the greater region; and</p> <p>That the Mayor report back to Council in the form of Council Memos following these discussions.</p> <p>Action: Recreation team and the transportation team meet to discuss potential opportunities to maximize and communicate existing public transit routes between Tony Rose and Alder.</p>	7/8/2024 19:00	<p>At Oct. 28, 2024 Recreation and Transportation Staff developed a plan to move the Alder Recreation bus stop to the north side of the parking lot (closer to the door). Bus route between Alder and Tony Rose has been broadcasted across Town channels. New stop location nearing completion, awaiting transit shelter.</p> <p>Majority of programs have been moved to Alder. Seeking feedback from participants on how to enhance programs.</p> <p>Internal meetings to aggregate consultant reports, recommendations , strategies and technical plans.</p> <p>Report to Council Q4 2024 - What We Know Community Consultation - Q2 2025 Report to Council Q3 2025 - Findings</p> <p>Mayor and CMS GM met with UGDSB In July to discuss artificial turf at ODDS. Reviewing potential partnership budget and contract.</p>
In Progress	<p>That the Mayor be authorized to proceed with completing any outstanding CAO Performance appraisals for the remainder of 2024; and</p> <p>That staff be directed to develop a policy for future CAO performance appraisals for Councils consideration.</p> <p>Action: Develop a policy for future CAO performance appraisals and report back to Council.</p>	8/12/2024 18:00	Policy added to Corporate Services 2025 Workplan.

In Progress	<p>Whereas many Ontario municipalities are experiencing road safety issues including speeding; and</p> <p>Whereas Dufferin County Council and over 20 municipalities have shared that we are having a Road Safety Emergency in many areas of our province; and</p> <p>Whereas Orangeville has received, and continues to receive, significant concerns about Road Safety from residents; and</p> <p>Whereas Automated Speed Enforcement (ASE) is an effective tool that penalizes egregious speeding; and</p> <p>Whereas notwithstanding the limitations of current Provincial mandated rules that militate against the best deployment of this technology; and</p> <p>Whereas vehicular traffic within the school safety zone continue to drive at unacceptable speeds; and</p> <p>Therefore be it resolved that Orangeville Council direct staff to prepare a report on the potential implementation of ASEs in existing community safety zones with consideration given to Spencer Avenue and that the report include details and costs associated with this implementation; and</p> <p>That upon implementation, staff be directed to report back to Council within 1 year to review successes and identify other potential areas for implementation within the Town.</p> <p>Action: Prepare a report to Council</p>	8/12/2024 18:00	Staff report going to Council December/24. Updated on October 28, 2024.
In Progress	<p>That report CMS-2024-016, Successful Skills Development Fund Grant - New Fire Station, be received.</p> <p>Action: Transfer Payment Agreement and to deposit funds into corresponding Town account.</p>	9/9/2024 18:30	Waiting on the official transfer payment agreement from the ministry.
In Progress	<p>That report CPS-2024-034, False Alarm Calls Update, be received; and</p> <p>That Council direct staff to develop a False Alarm By-law and program on a permanent basis.</p> <p>Action: Develop a False Alarm By-law.</p>	9/9/2024 18:30	Draft by-law and presentation has been completed to be brought to public meeting November 25, 2024.

In Progress	<p>That report INS-2024-037 Fleet Ownership Strategy be received; and</p> <p>That Council direct staff to transition the Town of Orangeville from the Enterprise Fleet Management Canada Inc. lease program to an in-house fleet management program; and</p> <p>That Council approve the proposed fleet ownership strategy.</p> <p>Action: Conduct an in-depth fleet management plan and report back to Council.</p>	9/9/2024 18:30	<p>The first phase of the Fleet Management Plan was to seek Town Council's approval to transition from the fleet leasing program to an ownership model, which was approved on September 9th, 2024. The second phase is completed with user engagement and input in the Fleet Management Plan. The development of the Fleet Management Plan is ongoing and standards for vehicle specifications have been developed as of October 29, 2024. A draft Plan is anticipated to be brought to Council in Q2 of 2025.</p>
In Progress	<p>That report CPS-2024-060, Development Charges Background Study, be received; and</p> <p>That Council pass a by-law to establish development charges for Town wide and area specific services.</p> <p>Action: Update Development Charge Rates on Town Page.</p>	10/7/2024 19:00	<p>Finance has sent the updates to Communications; it is pending approval. Anticipated completion is Q4 2024.</p>
In Progress	<p>That report CPS-2024-060, Development Charges Background Study, be received; and</p> <p>That Council pass a by-law to establish development charges for Town wide and area specific services.</p> <p>Action: Update budget based on Development Charges Study.</p>	10/7/2024 19:00	<p>Changes are currently being made to the 2025 Budget. Anticipated completion is Q4 2024.</p>
In Progress	<p>That report CPS-2024-061, Reserve and Reserve Fund Framework Policy, be received; and</p> <p>That Council approve the Reserve and Reserve Fund Policy.</p> <p>Action: Prepare Surplus Distribution Policy.</p>	10/7/2024 19:00	<p>Finance is working to complete this. Anticipated completion is Q1 2025.</p>
In Progress	<p>That report CPS-2024-063, Sign Variance Application Style Day Salon &amp; Spa 285 Broadway, be received; and</p> <p>That Council grant a variance to Sign By-law 28-2013, as amended, to permit the placement of a wall sign above the front entrance at 285 Broadway with a sign face area of 2.29 m<sup>2</sup> (1.63 m x 0.66 m and 2.34 m x 0.52 m) displaying the name of the business; and</p> <p>That a variance approval be conditional upon the applicant/owner obtaining a sign/building permit and payment of the applicable fees.</p> <p>Action: Notify applicant of Council's decision and process to submit a sign/building permit application.</p>	10/21/2024 19:00	

In Progress	<p>That Schedule A of the Traffic Bylaw, Parking Restrictions be amended to reflect the recommended changes to Pheasant Court as described in this report.</p> <p>Action: Notify Public Works of by-law amendments to adjust parking restrictions.</p>	10/21/2024 19:00	Oct. 28, 2024, PW has been directed to install the signs, awaiting locates to install the signs. Expected enactment by December 1, 2024
In Progress	<p>That report INS-2024-047, Addition of All Way Stop Signs at the Intersections of Montgomery Boulevard and Benjamin Crescent/Fendley Road and College Avenue and Birch Street, be received; and That Traffic By-law, 2005-078, Schedule E, be amended to include the new stop controls.</p> <p>Action: Notify Public Works of amendment in order to install the approved stop controls signage.</p>	10/21/2024 19:00	Oct. 28, 2024, PW has been directed to install the signs, awaiting locates to install the signs. Enactment expected by December 2024.
In Progress	<p>That the variance approval be conditional upon the applicant obtaining a sign permit; and</p> <p>That the variance approval be conditional upon the applicant adhering to guidelines and criteria for Sponsorship and Advertising Policy (2024) and any future Town polices relating to sponsorship and advertising.</p> <p>Action: Review with Community Services the insurance policy on file for OTA as the Sign By-law requires proof of insurance in the amount of \$2 million in liability coverage naming the municipality as an additional insured.</p>	10/21/2024 19:00	Contacted Tennis Club. Indicated outcome and requested to meet to discuss appropriate modifications to Sign #1 (large banner).



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**Subject: Skills Development Fund Transfer Payment Agreement**

**Department: Corporate Services**

**Division: Finance**

**Report #: CPS-2024-074**

**Meeting Date: 2024-11-04**

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**Recommendations**

**That report CPS-2024-074, Skills Development Fund Transfer Payment Agreement, be received; and**

**That Council pass a by-law authorizing the Mayor and Clerk to sign the Transfer Payment Agreement with the Ministry of Infrastructure and the Ministry of Labour, Immigration, Training and Skills Development.**

**Overview**

As noted at the September 9, 2024 meeting of Council through report CMS-2024-01, the Town of Orangeville was successful in applying to the Skills Development Fund Grant. The Town is required to sign a Transfer Payment Agreement with the Ministry of Infrastructure and the Ministry of Labour, Immigration, Training and Skills Development.

**Background**

The Skills Development Fund (“SDF”) Program is designed to support the construction, renovation or repurposing of new training centres across Ontario, in hopes of addressing labour market challenges in critical sectors. The Town of Orangeville was successful in obtaining funding from this program, which covers 50% of the total costs of the training centre up to \$3,667,650.

**Analysis/Current Situation**

In order to receive funding, the Transfer Payment Agreement must be signed and authorized by a Town by-law. Staff are requesting that Council authorize the Mayor and Clerk to sign the agreement on behalf of the Town of Orangeville.

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## Corporate Implications

Once the agreement has been executed and construction on the project has begun, the Town will be eligible to receive reimbursement from the Ministry of Infrastructure and the Ministry of Labour, Immigration, Training and Skills Development for eligible costs related to the Training Centre. Total eligible expenditure under this funding agreement is capped at \$7,335,300 and the maximum grant is \$3,667,650.

It is noted that the Fire Station project is not yet approved by Council. The Transfer Payment agreement is time sensitive to be approved but does contain clauses to allow an exit or scope change if the project does not proceed as planned.

## Conclusion

Staff are requesting that Council authorize the Mayor and Clerk to sign the Transfer Payment Agreement on behalf of the Town of Orangeville.

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## Strategic Alignment

### Strategic Plan

Strategic Goal: Future-Readiness

Objective: DUE DILIGENCE – Confirm applicable governance and policy regimes

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## Notice Provisions

Not Applicable

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Respectfully submitted,

Antonietta Minichillo, MES  
General Manager, Corporate Services

Reviewed by:

Cheryl Braan, CPA, CMA  
CFO/Treasurer, Corporate Services

Prepared by:

Rebecca Medeiros, CPA, CA  
Senior Financial Analyst, Corporate Services

**Attachment(s):** 1. Skills Development Fund Transfer Payment Agreement

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**ONTARIO TRANSFER PAYMENT AGREEMENT  
SKILLS DEVELOPMENT FUND – CAPITAL STREAM**

**THE AGREEMENT** is effective as of the [•]

(the “**Agreement**”)

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

**His Majesty the King in right of Ontario,  
as represented by the Minister of Infrastructure and the Minister of Labour,  
Immigration, Training and Skills Development**

(the “**Province**”)

- and -

**The Corporation of the Town of Orangeville**

(the “**Recipient**”)

**CONSIDERATION**

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

**1. ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement**

(a) The following schedules form part of this Agreement:

- Schedule A - Interpretation and Definitions;
- Schedule B - Project Specific Information;
- Schedule C - Key Performance Indicators;
- Schedule D - Payment Plan and Timeline;
- Schedule E - Reports;
- Schedule F - Eligible Costs; and
- Schedule G - Early Disposition Adjustment Amount.



1.2 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral or written, express or implied, concerning the subject matter of this Agreement.

## 2. CONFLICT OR INCONSISTENCY

### 2.1 **Conflict or Inconsistency**

- (a) In the event of a conflict or inconsistency between or among any of the provisions of this Agreement, the following rules will apply:
- (i) the Parties will interpret the schedules to this Agreement in so far as possible in a way that preserves the intention of the Parties as expressed in the body of this Agreement; and
  - (ii) where it is not possible to interpret the schedules to this Agreement in a way that is consistent with the provisions of the body of this Agreement, the body of this Agreement shall prevail over the provisions of the schedules to the extent of any such conflict or inconsistency.

## 3. COUNTERPARTS

3.1 **One and the Same Agreement**. This Agreement may be executed in one or more counterparts. Any set of counterparts executed, in either case, by all of the Parties shall constitute a full, original and binding agreement for all purposes. Delivery of an executed counterpart by sending a copy by electronic mail or other electronic transmission shall be as effective as the manual delivery of an executed counterpart.

## 4. AMENDING THE AGREEMENT

4.1 **Amending the Agreement**. This Agreement may only be amended by a written agreement duly executed by the Parties.

## 5. ACKNOWLEDGEMENTS

### 5.1 **Acknowledgement**

- (a) The Recipient acknowledges and agrees that:
- (i) by receiving the SDF Contribution it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

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- (ii) the SDF Contribution is:
    - (A) to assist the Recipient to carry out the Project and not to provide goods or services to the Province; and
    - (B) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
  - (iii) the Province is in no way responsible for carrying out the Project or ensuring that the Project is completed;
  - (iv) the Province is bound by FIPPA and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with FIPPA;
  - (v) pursuant to the *Financial Administration Act* (Ontario), any payment of the SDF Contribution is subject to an appropriation from the Ontario Legislature. If the Province does not receive the necessary appropriation, the Province is not obligated to make any such payment and the Province will:
    - (A) terminate the Agreement immediately without liability, penalty, or costs, by giving Notice to the Recipient; and
    - (B) cancel further instalments of the payment of the SDF Contribution; and
  - (vi) payment of the SDF Contribution by the Province does not deem the Project or the Recipient's program delivery during the Intended Use Period or following the completion of the Project to be a pre-apprenticeship program approved by the Minister of Labour, Immigration, Training and Skills Development within the meaning of clause 1(1)(c) of O. Reg 877/21.

## 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

### 6.1 Recipient Representations and Warranties

- (a) The Recipient represents and warrants to the Province, recognizing that the Province is relying upon such representations and warranties in entering into this Agreement, as of the date hereof, as follows:
  - (i) the Recipient is a validly existing legal entity under the laws of the jurisdiction of its formation and has all requisite power and authority to own its properties and assets (including all Project Assets), to carry on its business where and as it is currently being conducted and as proposed to be carried on. The Recipient is registered, licensed or otherwise qualified to conduct business in the Province of Ontario;

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- (ii) the Recipient has the requisite power, authority and capacity to enter into this Agreement and the execution, delivery and performance by the Recipient of this Agreement has been duly authorized by all necessary action and does not contravene any provision of the Recipient's constating, formation or governance documents or violate any Applicable Law;
  - (iii) this Agreement has been duly executed and delivered by the Recipient and constitutes a legal, valid and binding obligation of the Recipient, enforceable against the Recipient in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Applicable Law limiting the enforcement of creditors' rights generally and by general principles of equity;
  - (iv) no Restricted Person has Direct or Indirect Power or Control over the Recipient and no Restricted Person has Direct or Indirect Power or Control over the decisions, management, actions or policies of the Recipient or in relation to the operation, management and ownership of the Project and Project Assets;
  - (v) to the knowledge of the Recipient, following the exercise of reasonable due diligence, no Restricted Person has a direct or indirect Economic Interest in the Recipient or the Project;
  - (vi) the Recipient has all requisite experience, capacity and expertise necessary to carry out, or cause the carrying out of, the Project in a timely and professional manner in accordance with the terms of this Agreement;
  - (vii) the Recipient is not in breach of or contravening any Applicable Law in such a manner or to an extent so as to constitute a Material Adverse Effect;
  - (viii) the Recipient has sufficient financial capacity and capability to undertake and complete the Project and to (A) fund at least 30% of the Eligible Costs of the Project, and (B) if required to do so in accordance with the terms of this Agreement, to repay 100% of the SDF Contribution;
  - (ix) no Event of Default, or any event that would constitute an Event of Default but for a requirement that a set amount of time pass or that a notice be provided or both, has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement;
  - (x) there is no claim, suit, action or proceeding affecting the Recipient, pending or, to the knowledge of the Recipient, threatened before any Governmental Authority or arbitrator that constitutes a Material Adverse Effect;
  - (xi) the Recipient has a written code of conduct and ethical responsibilities applicable to all persons in the Recipient's organization involved in carrying out the Project or using the SDF Contribution or both and has procedures and policies in place

to ensure the Recipient manages the SDF Contribution prudently and effectively and in accordance with the terms of this Agreement;

- (xii) the Recipient either (A) owns the Project Assets and has good and valid legal and beneficial title to all Project Assets, or (B) where a Project Asset is not owned by the Recipient, the Recipient has a valid contractual right (whether by lease agreement or otherwise) to the use, control and enjoyment of such Project Asset (collectively, “**Project Asset Lease Agreements**” and each, a “**Project Asset Lease Agreement**”) and all such contractual rights are valid and subsisting, in full force and effect, unamended by oral or written agreement, and the Recipient is entitled to the full benefit and advantage of all such contractual arrangements in accordance with their terms. Each Project Asset Lease Agreement is in good standing and there has not been any default by any party under any Project Asset Lease Agreement nor is there any dispute between the Recipient and the counterparty or counterparties to any Project Asset Lease Agreement that could reasonably impact the Recipient’s possession, use and enjoyment of the Project Assets during the Term. To the extent applicable, the Recipient has all necessary consents and approvals under each Project Asset Lease Agreement required in connection with the Project. The Recipient has obtained from each mortgagee of each owner of any Project Asset that is subject of a Project Asset Lease Agreement whose mortgage ranks in priority to that Project Asset Lease Agreement an agreement not to disturb the Recipient’s possession while the Recipient is not in default under the particular Project Asset Lease Agreement. For each Project Asset Lease Agreement, either (X) the Project Asset Lease Agreement has a term length equal to or greater than the Term, or (Y) the Recipient has an irrevocable, unilateral contractual right in favour of the Recipient to extend the duration of the Project Asset Lease Agreement term length to, at a minimum, be equal to the Term; and
- (xiii) unless otherwise specifically provided for in this Agreement, all information the Recipient provided to the Province in support of its request for SDF Capital Stream funds via the Recipient’s application materials or otherwise (including information relating to any eligibility requirements, financial capacity and the Recipient’s Sources and Uses Attestation) was true and complete at the time the Recipient provided it to the Province and, as of the date hereof, there have been no material changes to the accuracy or completeness of any such information previously provided to the Province in connection with the Recipient’s application for SDF Capital Stream funds.

## **6.2 Supporting Proof**

- (a) Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article 6.

## **6.3 Recipient General Covenants**

- (a) The Recipient shall:

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- (i) comply at all times during the Term with the terms of this Agreement and Applicable Law, and cause all contractors involved with the Project, and where applicable, the Guarantor, to comply with their respective obligations, covenants and agreements, in compliance with this Agreement and Applicable Law;
  - (ii) maintain its corporate or other legal form, rights and powers under the laws of its jurisdiction of formation/existence and duly qualify and remain duly qualified to own and operate its assets (including the Project Assets) and to carry on its business as now conducted and as proposed to be conducted in connection with the Project and in accordance with Applicable Law (including, if applicable, all registrations, licenses or other qualifications or approvals required under Applicable Law for the Recipient to conduct business in the Province of Ontario);
  - (iii) not authorize, take, omit from taking or ratify any action, and not engage in any conduct or allow any personnel of the Recipient to engage in any conduct, that constitutes a Material Adverse Effect;
  - (iv) notify the Province promptly in writing upon the Recipient becoming aware of any Material Adverse Effect;
  - (v) if applicable, take all action necessary to ensure that the Recipient remains in good standing pursuant to each Project Asset Lease Agreement and exercise all contractual rights, options and entitlements to ensure that each Project Asset Lease Agreement has an ultimate term length equal to, at a minimum, the Term;
  - (vi) be accountable to the Province for the use of the SDF Contribution in accordance with the terms of this Agreement; and
  - (vii) ensure that it is registered in Transfer Payment Ontario (TPON) by following the instructions on Ontario.ca and thereafter ensure that all deliverables the Recipient is required to provide to the Province pursuant to the terms of this Agreement are uploaded to TPON within the time frame prescribed for delivery for each such item as provided for in this Agreement.

## 7. TERM OF THE AGREEMENT

### 7.1 Term

- (a) The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless (i) terminated earlier pursuant to Section 5.1(a)(v), Article 17 or Article 18, or (ii) extended in connection with a Force Majeure Event in accordance with Section 30.1 (the “**Term**”). For certainty, the Expiry Date shall automatically be extended by a period of duration equal to any approved increase in timeframe for the completion of the Project Milestone set out in Section 8.6(a)(iii).

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## 8. FUNDS AND CARRYING OUT THE PROJECT

### 8.1 Funds Provided

- (a) Provided that the Recipient is in compliance with the terms of this Agreement, the Province will:
- (i) provide the Recipient with the SDF Contribution up to the Maximum SDF Commitment for the sole purpose of the Recipient's carrying out the Project;
  - (ii) provide the Recipient with the SDF Contribution solely in accordance with the payment plan and timelines set forth in Schedule D; and
  - (iii) deposit the SDF Contribution into a bank account the Recipient designates in writing provided that the account:
    - (A) resides at a Canadian financial institution; and
    - (B) is in the name of the Recipient.
- (b) Despite Section 8.1(a)(iii), the Recipient acknowledges and agrees that the Province is under no obligation to make inquiries or to verify or confirm the accuracy of the bank account information provided to the Province under the apparent authority of the Recipient and the Province may rely solely upon the account/routing/transit number or similar identifying number provided to the Province by the Recipient.
- (c) The Recipient represents and warrants to the Province that it has carefully reviewed the definitions and examples of Eligible Costs and Ineligible Costs in light of the Project's funding requirements and further acknowledges and agrees that the Province is under no obligation whatsoever to provide any funding for Eligible Costs in excess of the Maximum SDF Commitment and any cost overruns in connection with the Project are the sole responsibility of the Recipient.

### 8.2 Limitation on Payment of SDF Contribution

- (a) Notwithstanding Section 8.1:
- (i) the Province is not obligated to provide any portion of the SDF Contribution to the Recipient until the requirements of Section 8.8(b) have been satisfied, if applicable, and the Recipient provides (i) with respect to a Design Development Payment, the design drawings described in Section 8.6(a)(i), and (ii) with respect to the balance of the SDF Contribution, evidence of the Project's achievement of Substantial Performance and the reports and deliverables required to be delivered upon Substantial Performance pursuant to Sections 8.5 and 12.2 and the Province's receipt of a Letter of Credit in accordance with Section 14.1; and

- (ii) no portion of the SDF Contribution shall be payable during the occurrence of an Event of Default or following the expiration or termination of this Agreement.

### **8.3 Use of SDF Contribution and other Government Financial Support**

- (a) The Recipient will use the SDF Contribution only for the purpose of paying or satisfying Eligible Costs and not use the SDF Contribution to satisfy any cost or expense other than Eligible Costs.
- (b) The Recipient acknowledges and agrees that:
  - (i) the SDF Contribution shall not exceed 49% of the total Eligible Costs;
  - (ii) the Recipient shall fund at least 30% of the total Eligible Costs from the Recipient's own funding sources, which, for certainty, may include third-party financing;
  - (iii) notwithstanding Section 8.3(d), the Recipient shall not be permitted to receive additional direct financial assistance from any instrumentality of the Province of Ontario in any form whatsoever in respect of Eligible Costs; and
  - (iv) notwithstanding the funding restrictions set forth in this Section, debt financing for the Project provided by Canada Infrastructure Bank shall not be deemed to be Other Government Support and this Section 8.3(b) shall not restrict the Recipient's receipt or use of those funds, including in connection with satisfying Eligible Costs.
- (c) The Recipient will promptly notify the Province within 15 Business Days, (i) in the event of any change to the amount of any Other Government Support set out in the Sources and Uses Attestation or (ii) upon the Recipient's receipt of additional funding for Eligible Costs from the Province of Ontario (other than the SDF Contribution).
- (d) The Recipient is permitted to receive Other Government Support for costs and expenses within the nature of Eligible Costs. However, total government support (calculated including the SDF Contribution, which, pursuant to Section 8.3(b)(i), shall not exceed 49% of total Eligible Costs) cannot exceed 70% of the total Eligible Costs of the Project (the "**Government Support Cap**"). In the event the Recipient receives any Other Government Support in excess of the Government Support Cap during the Term or receives additional funding for Eligible Costs from the Province of Ontario (other than the SDF Contribution), the Province may, in its sole and absolute discretion, (i) reduce the SDF Contribution for the Project by an amount up to 100% of any amount in excess of the Government Support Cap, or (ii) require the Recipient to repay to the Province an amount equal to 100% of any amount in excess of the Government Support Cap (up to the total amount of the SDF Contribution) (such amount, the "**Excess Government Support Amount**") within three months of the Recipient receiving notification from the Province pursuant to this Section 8.3(d). Failure to repay the Excess Government Support Amount within three months shall constitute an Event of Default.

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#### 8.4 Calculation of SDF Contribution

- (a) Following the Project's achievement of Substantial Performance, the Province will calculate the SDF Contribution based on the Eligible Costs set forth in the Eligible Costs Certification Report submitted to the Province by the Recipient and provide Notice to the Recipient of the approved SDF Contribution, which shall be no greater than the Maximum SDF Commitment. The Province shall provide Notice of the SDF Contribution amount within 120 days of the Recipient's submission of the reports and documentation required pursuant to Section 8.4(d) and Schedule E.
- (b) Eligible Costs shall be calculated net of any costs (including taxes) for which the Recipient has received, will receive, or elects to receive, a rebate, credit, refund or funding from a Governmental Authority (other than the Province and, if applicable, debt financing from Canada Infrastructure Bank). Eligible Costs shall be net of all discounts, rebates, deductions, credits and other price reductions and benefits provided to the Recipient which relate to the Eligible Costs incurred.
- (c) Where any Eligible Cost has been paid to a non-arm's length supplier of the Recipient or to the Recipient's own personnel or an Affiliate of the Recipient, the Recipient shall provide (i) invoices or other similar documentation in connection with all such Eligible Costs and (ii) an independent auditor's report substantiating that such goods or services were provided at a cost equivalent to that of an arms' length supplier providing such goods and services. For certainty, no corporate overhead, mark-up or profit (or any similar or analogous cost or compensation) payable to any non-arm's length supplier of the Recipient or the Recipient's own personnel or an Affiliate of the Recipient shall be recoverable as an Eligible Cost.
- (d) The Recipient shall ensure that the Eligible Costs Certification Report prepared by the Cost Consultant certifies that all submitted Eligible Costs: (i) are supported by invoices or other similar documentation; (ii) are net of all discounts, rebates, deductions, credits and other price reductions and benefits provided to the Recipient as well as accounts or trades payable; (iii) are otherwise in compliance with Section 8.4(c); and (iv) with respect to Eligible Costs that are "Administrative Costs" as defined in Schedule F, such Eligible Costs do not exceed 5% of the sum of the costs and expenses in all other categories of Eligible Costs (not including Administrative Costs) submitted by the Recipient for funding in connection with the SDF Contribution as set forth in the Eligible Costs Certification Report. The Recipient shall ensure that evidence of the Cost Consultant's accreditation and a copy of the Cost Consultant's valid license to practice in the Province of Ontario issued by the Association for the Advancement of Cost Engineering (AACE) International Institute or such other issuer reasonably acceptable to the Province in its sole and absolute discretion is attached to the Eligible Costs Certification Report. The Recipient shall provide any additional documentary evidence and records that the Province requires in connection with the Province's review of the Eligible Costs and the Eligible Costs Certification Report.
- (e) The Recipient may, at any time within 180 days of the delivery of the Eligible Costs Certification Report, deliver a further updated Eligible Costs Certification Report



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capturing any additional Eligible Costs incurred following the Recipient's submission of the initial Eligible Costs Certification Report. Upon receipt of an updated Eligible Costs Certification Report delivered in accordance with this Section 8.4(e), the Province will recalculate the total SDF Contribution and provide notice to the Recipient of any adjustment to the SDF Contribution amount. Any increase to the SDF Contribution shall be added to the portion of the SDF Contribution to be paid to the Recipient during the Intended Use Period and, for certainty, shall not exceed the Maximum SDF Commitment.

### **8.5 Completion of Project**

- (a) The Recipient is solely responsible for completing the Project and achieving Substantial Performance.
- (b) The Recipient shall, at its own cost and risk:
  - (i) obtain, maintain, and, as applicable, renew all Permits, Licences, Approvals and Agreements which may be required for the performance of the Project;
  - (ii) comply with all Permits, Licences, Approvals and Agreements in accordance with their terms and conditions; and
  - (iii) provide or cause to be provided all security, including all letters of credit, that may be required in connection with any Permits, Licences, Approvals and Agreements.
- (c) The Recipient shall prepare and submit all supporting materials as required by the applicable Governmental Authorities in connection with all Permits, Licences, Approvals and Agreements. The Recipient shall ensure that all such applications and supporting materials are in compliance with all applicable Governmental Authority requirements and comments and in accordance with Good Industry Practice.
- (d) The Recipient shall be responsible for all levies, fees, charges and costs associated with the Permits, Licences, Approvals and Agreements.
- (e) Promptly following the Project's achievement of Substantial Performance, the Recipient shall deliver or cause to be delivered to the Province a certificate of substantial performance published in accordance with the *Construction Act* (Ontario).

### **8.6 Project Milestones**

- (a) The Recipient will:
  - (i) within six months of the Effective Date, deliver to the Province copies of all detailed design drawings (including tender-ready drawings and construction specifications) prepared by the Architect of Record. The Recipient shall ensure that evidence of the Architect of Record's accreditation and a copy of the

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Architect of Record's valid license to practice in the Province of Ontario issued by the Ontario Association of Architects is attached to the detailed design drawings;

- (ii) within 12 months of the Effective Date, commence construction on the Project and within 30 days of the construction start date, provide Notice to the Province setting out the date upon which construction on the Project commenced. Where construction on the Project commenced prior to the Effective Date, the Recipient shall provide Notice to the Province of the date upon which construction commenced on the Effective Date. Construction will be deemed to have commenced on the occurrence of both:
  - (A) the first occurrence at any part of the lands associated with the Project of any of: (i) preparatory works and operations initiated by the Recipient, including clearing, grubbing and grading activities; (ii) activities necessary to secure any part of the lands, to install signage, or for the movement and staging of personnel, equipment, supplies and incidentals at any part of the lands for the establishment of all offices, buildings and other facilities necessary for work on the Project; or (iii) commencing construction activities at any part of the lands; and
  - (B) the completion and submission of an approved registration form and any other notices or documents required under the *Occupational Health and Safety Act* (Ontario) prior to commencing work on the Project; and
- (iii) ensure the Project achieves Substantial Performance within five years of the date construction on the Project is deemed to have commenced in accordance with Section 8.6(a)(ii),

(each of the items in Sections 8.6(a)(i) through 8.6(a)(iii), individually a “**Project Milestone**” and together, the “**Project Milestones**”).

- (b) In the event the Recipient expects to be unable to achieve a Project Milestone within the timing stipulated for such Project Milestone in Section 8.6(a), the Recipient shall provide Notice to the Province no less than 30 days prior to the required completion date of such Project Milestone. The Notice shall provide a detailed explanation for the delay, a detailed remediation plan and a proposed date by which the relevant Project Milestone shall be achieved (such notification, a “**Project Milestone Failure Notification**”). The Province, in its sole and absolute discretion, may accept, reject or propose modifications to any Project Milestone Failure Notification. If accepted by the Province, failure to achieve the Project Milestone by the date proposed in the Project Milestone Failure Notification (or otherwise agreed to in writing by the Recipient and the Province) for achievement of the relevant Project Milestone shall be considered an Event of Default. For certainty, if a Project Milestone Failure Notification is rejected by the Province in accordance with this Section 8.6(b), failure to achieve the associated Project Milestone within the timing set forth in Section 8.6(a) shall be an Event of Default.

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## 8.7 Design Development Payment

- (a) Following the Recipient's satisfaction of the requirements set forth in Section 8.6(a)(i) to the reasonable satisfaction of the Province, the Recipient may request that the Province issue a portion of the SDF Contribution, up to a maximum amount of \$100,000, in connection with Eligible Costs associated with the completion of the design drawings described in Section 8.6(a)(i) (a "**Design Development Payment**").
- (b) In order to request a Design Development Payment, the Recipient shall submit to the Province a payment application prepared by the Cost Consultant that:
  - (i) identifies the amount of Eligible Costs incurred by the Recipient in connection with the requirements of Section 8.6(a)(i);
  - (ii) identifies the requested amount of the Design Development Payment;
  - (iii) provides complete copies of invoices substantiating all such Eligible Costs in connection with the requested Design Development Payment amount; and
  - (iv) provides evidence of the Cost Consultant's accreditation and attaches a copy of the Cost Consultant's valid license to practice in the Province of Ontario issued by AACE International Institute or such other issuer reasonably acceptable to the Province in its sole and absolute discretion.
- (c) The Province shall pay the Design Development Payment in accordance with Section 8.1(a) within 180 days of the date the Province confirms to the Recipient that the Recipient's payment application delivered in accordance with Section 8.7(b) is satisfactory.
- (d) The Parties acknowledge and agree that any Design Development Payment forms part of the SDF Contribution and is not in addition to the SDF Contribution.

## 8.8 Indigenous Consultation

- (a) The Recipient will promptly notify the Province:
  - (i) of contact by Indigenous Communities regarding the Project; or
  - (ii) of any Indigenous archaeological resources that are discovered in relation to the Project,and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.
- (b) If the Province determines that consultation with Indigenous Communities is required, the Recipient will comply with directions provided by the Province to consult with

Indigenous Communities that might be affected by the Project. The Province may also require the Recipient to suspend certain site activities pending completion of the required consultation. The Province has no obligation to pay the SDF Contribution for any Project requiring consultation until the Province is satisfied that any legal duty to consult has been met.

- (c) Provided that the Recipient has been exercising reasonable, good faith efforts to comply with its obligations in this Section 8.8, the time frames for achieving Project Milestones set forth in Section 8.6 may be reasonably extended by the duration of any delay that is the sole result of delays resulting from any legal duty to consult that are outside of the direct control of the Recipient. In such a scenario, the Recipient shall provide a Project Milestone Failure Notification and the Province shall exercise its discretion to accept reasonable modifications to the timeline for achievement of a Project Milestone that are the result of delays as described in this Section 8.8(c).

## 9. RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

### 9.1 Acquisition

- (a) For all Eligible Costs in connection with goods and services for which the Recipient applies the SDF Contribution, the Recipient will ensure that such goods and services are acquired by the Recipient through a process that promotes the best value for money.

### 9.2 Disposition and Control of Project Assets

- (a) During the Term, the Recipient shall ensure that it maintains Asset Control at all times. For the purposes of this Agreement, "**Asset Control**" means, with respect to all Project Assets, either:
- (i) the Recipient owns the Project Assets and has good and valid legal and beneficial title to all Project Assets; or
  - (ii) where a Project Asset is not owned by the Recipient, the Recipient is party to a Project Asset Lease Agreement that complies at all times with the requirements set out in Section 6.1(a)(xii) with respect to Project Asset Lease Agreements and the Recipient complies at all times with Section 6.3(a)(v).
- (b) During the Term, the Recipient shall not, without the Province's prior written consent, which may be conditioned (including by requiring assignment and novation of this Agreement to any potential assignee of a Project Asset) or withheld in the Province's sole and absolute discretion:
- (i) sell, lease, sublease, license, or otherwise dispose of any Project Asset; provided, for certainty, that leasing, subleasing or licensing arrangements with respect to a Project Asset with a training service provider that are in furtherance

of the Project and the Recipient's achievement of the Minimum KPI Standard shall be permitted with the written consent of the Province;

- (ii) consent to or otherwise agree to any of the foregoing; or
- (iii) voluntarily terminate a Project Asset Lease Agreement or allow for a Project Asset Lease Agreement to be terminated as a result of the occurrence of a Recipient default under the terms of any such Project Asset Lease Agreement,

(the occurrence of any of the events described in Sections 9.2(b)(i) to 9.2(b)(iii), without the consent of the Province, an "Early Disposition").

### **9.3 Early Disposition Adjustment Amount**

- (a) In the event of an Early Disposition, the Recipient shall return all SDF Contribution amounts paid to the Recipient as of the date of the Early Disposition. In the event an Early Disposition occurs during the Intended Use Period, the Recipient shall also pay to the Province, concurrently with the repayment of all SDF Contribution amounts, the Early Disposition Adjustment Amount calculated in accordance with Schedule G.
- (b) In the event the Province exercises its sole discretion to grant its consent to a transaction impacting the Recipient's Asset Control in accordance with Section 9.2(b), and provided the Recipient fully complies with all conditions and requirements established by the Province in connection with providing its consent to such transaction, the Province may in its sole and absolute discretion waive the requirement for a Recipient to comply or fully comply with Section 9.3(a).

## **10. CONFLICT OF INTEREST**

### **10.1 Conflict of Interest Includes**

- (a) For the purposes of this Article 10, a conflict of interest includes any circumstances where:
  - (i) the Recipient;
  - (ii) a Project Partner; or
  - (iii) any person who has the capacity to influence the Recipient's decisions,has outside commitments, relationships, or financial interests that could interfere, or could be seen by a reasonable person to interfere, with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the SDF Contribution, or both.

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## 10.2 **No Conflict of Interest**

- (a) The Recipient will carry out the Project and use the SDF Contribution without an actual, potential, or perceived conflict of interest unless:
  - (i) the Recipient:
    - (A) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
    - (B) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
  - (ii) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
  - (iii) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## 11. **INTENDED USE AND KEY PERFORMANCE INDICATORS**

### 11.1 **Intended Use**

- (a) The Recipient shall ensure that the Project operates in accordance with its Intended Use throughout the Intended Use Period.
- (b) During the Intended Use Period, the Recipient may submit to the Province no more than three written proposals for modifications to either the Intended Use of the Project or the KPIs for the Project (each written proposal, an “**Intended Use Proposal**”). Each Intended Use Proposal shall provide a detailed explanation and rationale for the proposed change to either the Intended Use of the Project or the KPIs. All Intended Use Proposals shall be prepared at the Recipient’s sole cost and expense and any such costs shall not constitute Eligible Costs. Any proposed modification to the Intended Use of the Project or the KPIs must be consistent with the SDF Capital Guideline. The Province may accept or reject, in whole or in part, any Intended Use Proposal in its sole and absolute discretion.
- (c) If the Province accepts all or any portion of an Intended Use Proposal in accordance with Section 11.1(b), the Parties shall amend, modify or replace Schedule B or Schedule C accordingly to reflect any modification or revision to the Intended Use of the Project or the KPIs.

### 11.2 **Key Performance Indicators**

- (a) The Recipient shall ensure that:

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- (i) during the first year of the Intended Use Period, the Project achieves at least 50% of the Training Volume Target as set out in Schedule C; and
  - (ii) during the second to fifth years of the Intended Use Period, the Project achieves at least 80% of the applicable Training Volume Target as set out in Schedule C in each such annual period,
- (collectively, the “**Minimum KPI Standard**”).
- (b) In the event the Recipient’s Interim KPI Report reasonably suggests that the Project is expected to fail to meet the Minimum KPI Standard for a particular annual period, the Recipient will submit a written remediation plan that provides a detailed explanation for the current performance status of the Project and the measures the Recipient shall implement or cause to be implemented to ensure the Project achieves the Minimum KPI Standard (such plan, a “**KPI Remediation Plan**”). The Province shall have the opportunity to review and comment on the KPI Remediation Plan and the Recipient shall revise the KPI Remediation Plan to reflect the reasonable feedback of the Province.
  - (c) The Recipient acknowledges and agrees that:
    - (i) failure to achieve at least 25% of the Project’s Training Volume Target in any annual period during the Intended Use Period shall, in the sole and absolute discretion of the Province, constitute an Event of Default (a “**KPI Standard Failure**”); and
    - (ii) failure of the Project to achieve the Minimum KPI Standard in any two consecutive annual periods shall, in the sole and absolute discretion of the Province, constitute an Event of Default.

## 12. MONITORING, REPORTING, ACCOUNTING, AND REVIEW

### 12.1 Province Includes

- (a) For the purposes of this Article 12, “**Province**” includes any auditor, agent or authorized representative the Province may identify, including for clarity a third party engaged by the Province.

### 12.2 Reporting Requirements

- (a) The Recipient will:
  - (i) at the Recipient’s sole cost and expense, submit to the Province via the TPON online portal:
    - (A) all Reports in accordance with the timelines and content requirements set out in Schedule E; and

- (B) any other reports, documents or information in accordance with any timelines and content requirements the Province may reasonably specify from time to time; and
- (ii) ensure that all Reports and other reports are:
  - (A) completed to the satisfaction of the Province; and
  - (B) signed by an authorized signing officer of the Recipient.

### 12.3 **Record Maintenance**

- (a) The Recipient will keep and maintain in accordance with Applicable Law and this Agreement, proper accurate and complete books of account and such other records and material, information and data as may be necessary or customarily prepared or maintained in connection with the Project, this Agreement and Eligible Costs, and to allow and facilitate the purposes of the Province's rights of inspection and audit contemplated by this Agreement (collectively, the "**Agreement Records**"). Without limiting the generality of the foregoing, Agreement Records shall include all financial records (including invoices and evidence of payment and copies of associated agreements, purchase orders and bills of sale to which such invoices relate) relating to Eligible Costs, the SDF Contribution or otherwise relating to the Project in a manner consistent with either the International Financial Reporting Standards (IFRS), Accounting Standards for Private Enterprises (ASPE), Accounting Standards for Non-Profit Organizations (ASNPO), Public Sector Accounting Standards (PSAS) or any comparable accounting standards that apply to the Recipient which are validated by CPA Ontario.
- (b) Unless otherwise directed in writing by the Province, the Recipient will maintain the Agreement Records until the latest of:
  - (i) the date that is seven years after the Expiry Date;
  - (ii) the date on which all disputes, claims, suits, actions or proceedings and other matters relating to this Agreement are resolved; and
  - (iii) such later date as necessary to comply with Applicable Law.

### 12.4 **Audit and Inspection**

- (a) The Province may, at its own expense, upon forty-eight hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises (physically or virtually) to audit and inspect from time to time during the Term and for a period of seven years thereafter all Agreement Records (in any form or notation and however stored).
- (b) Subject to the provisions of Article 20, the Province will have all rights and authority necessary or incidental to conducting any audit or inspection pursuant to this



Agreement, including the right to make copies of and take extracts from any Agreement Records and any and all other books of account and other records material, information and data (financial or otherwise and in any form or notation and however stored) provided or made available to the Province in connection with this Agreement or the Project. The Province will use commercially reasonable efforts to ensure that any audit or inspection conducted pursuant to this Article 12 will not unreasonably interfere with the Recipient's ability to complete the Project in accordance with the terms of this Agreement.

### **12.5 Cooperation**

- (a) The Recipient will, and will cause the Recipient's personnel, contractors and subcontractors to, at all times cooperate with and provide such assistance to the Province as the Province reasonably requires in order to exercise and carry out the Province's rights in this Article 12, including by:
- (i) ensuring that the Province has access to the records and documents pertaining to the Project wherever they are located;
  - (ii) assisting the Province to copy records and documents pertaining to the Project;
  - (iii) providing to the Province, in the form the Province specifies (acting reasonably), any information pertaining to the Project the Province identifies;
  - (iv) during the Intended Use Period, providing the Province with access to trainees for the purposes of the Province completing trainee satisfaction surveys; and
  - (v) carrying out any other activities in furtherance of the Province's audit and inspection rights the Province requests.

### **12.6 No Control of Records**

- (a) No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

### **12.7 Auditor General**

- (a) The Province's rights under this Article 12 are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act* (Ontario).

### **12.8 Access and Inspection**

- (a) The Recipient acknowledges and agrees that from and after the date hereof, and at all times until the end of the Intended Use Period, the Province shall on reasonable prior notice have full and free access to the Project site(s) for the purposes of inspecting the Project site(s) for the purposes of determining the Recipient's compliance with this Agreement. The Recipient may exercise reasonable control over such access for

reasons of safety and operational efficiency. For the purpose of such inspection, the Province may at all reasonable times perform any measurement, test or other observation or investigation. The Recipient shall provide reasonable cooperation (but without obligation to incur material expense) to facilitate any such measurements, tests or other observations or investigations. The Province shall conduct all such measurements, tests, observations and investigations in a manner that will not materially disturb, interfere with or disrupt the Project.

## **12.9 No Duty to Audit or Inspect; No Limitation on Rights or Remedies**

- (a) Notwithstanding the Province's rights contained in this Agreement, the Province will not have any duty or obligation to the Recipient or to any other person to conduct or cause to be conducted any audit, inspection or monitoring, and will not incur any liability or obligation whatsoever for:
- (i) not conducting or causing to be conducted any audit, inspection or monitoring;
  - (ii) not conducting or causing the same to be conducted carefully, completely or properly; or
  - (iii) not addressing or otherwise acting upon any matters or information resulting from or identified during any audit, inspection or monitoring.

The fact that any audit, inspection or monitoring may not have been conducted or caused to be conducted by the Province will not relieve the Recipient of any of its obligations, covenants, agreements or liability under this Agreement.

- (b) Nothing in this Article 12 will limit any of the Province's rights and remedies with respect to any circumstances, failures or other events upon which the Province may rely as a basis for the Province's increased monitoring or termination of this Agreement in accordance with its terms or any other recourse or remedy available to the Province whatsoever.
- (c) The Province's receipt of any document or record required or submitted by the Recipient under this Agreement shall not be deemed to connote acceptance or approval of its content, or derogate from or diminish the Recipient's obligations, and the Province shall not be liable or be under any obligation to the Recipient or any person whatsoever merely by reason of receipt of a Recipient's document or record.

## **13. COMMUNICATIONS REQUIREMENTS**

### **13.1 Acknowledge Support**

- (a) Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its public-facing, Project-related publications and communications, whether written, oral, or visual:

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- (i) acknowledge the support of the Province for the Project;
  - (ii) ensure that any acknowledgement is in a form and manner as the Province directs and includes any logos or trademarks of the Province as the Province so directs; and
  - (iii) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province and will include a statement that “The Government of Ontario and its agencies are in no way bound by any recommendations contained in this publication”.
- (b) The Recipient shall seek the Province’s written consent at least 15 Business Days in advance of any media events, advertising, digital marketing, social media campaigns or publishing news releases relating to the SDF Contribution.
  - (c) The Recipient shall provide the Province with at least 15 Business Days prior written Notice of any public events being organized by the Recipient relating to the Project or the Project Milestones.

### **13.2 Project Signage**

- (a) Unless the Province directs the Recipient to do otherwise, at least 60 days prior to the date construction on the Project commences, the Recipient will provide, or will cause to be provided, to the Province for approval, stamped shop drawings of the sign fabrication, installation details and proposed location for government signage to promote the investment by the Province in the Project (“**Project Signage**”), together with a graphic design mock-up of the signage location(s) and confirmation that the Recipient has obtained all Permits, Licences, Approvals and Agreements required to install the Project Signage at the proposed location(s). The Recipient shall install such Project Signage within ten days of the Province’s approval of same and shall ensure such Project Signage remains installed at least 60 days following Substantial Performance.
- (b) Throughout the Term, the Recipient shall, at its own cost and expense which, for certainty, shall not be an Eligible Cost:
  - (i) ensure that all Project Signage is kept in good condition and visibly displayed;
  - (ii) ensure that all Project Signage is at least equivalent in size and prominence to project signage for contributions by other Governments;
  - (iii) replace any Project Signage that is damaged;
  - (iv) promptly remove graffiti on all Project Signage;
  - (v) provide personnel to install, remove and relocate Project Signage within two weeks, as requested by the Province from time to time in its sole discretion; and

- (vi) install, remove or relocate any Project Signage that is provided by the Province, as requested by the Province from time to time at its sole discretion.

### 13.3 **Project Plaque**

- (a) Within 60 days of the Project's achievement of Substantial Performance, the Recipient will provide, or will cause to be provided, to the Province for approval, stamped shop drawings of the plaque fabrication, installation details and proposed location for a plaque to recognize the work performed by construction workers and tradespeople on the Project ("**Project Plaque**"), together with a graphic design mock-up of the plaque location and confirmation that the Recipient has obtained all Permits, Licences, Approvals and Agreements required to install the Project Plaque at the proposed location.
- (b) The Recipient will include on the Project Plaque:
  - (i) an acknowledgement of Provincial support in accordance with Sections 13.1(a)(i) and 13.1(a)(ii); and
  - (ii) the name of every construction worker and tradesperson who worked on the Project for a minimum of 30 days and who has consented to have their name included on the Project Plaque. For greater certainty, the Recipient shall not disclose to the Province the names of the construction workers and tradespeople who provided their consent to have their names included on the Project Plaque for the purposes of the Province's approval under Section 13.3(a). If no construction workers or tradespeople provide consent to have their names included on the Project Plaque, the Recipient will include a general statement on the Project Plaque recognizing the contributions of all the construction workers and tradespeople who worked on the Project.
- (c) Throughout the Term, the Recipient shall, at its own cost and expense which, for certainty, shall not be an Eligible Cost:
  - (i) ensure that the Project Plaque is kept in good condition and visibly displayed;
  - (ii) repair any damage to the Project Plaque, or replace the Project Plaque if it cannot be repaired;
  - (iii) promptly remove graffiti on the Project Plaque;
  - (iv) provide personnel to install, remove and relocate Project Plaque within two weeks, as requested by the Province from time to time in its sole discretion; and
  - (v) install, remove or relocate the Project Plaque, as requested by the Province from time to time at its sole discretion.

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## 14. PERFORMANCE SECURITY

### 14.1 Recipient Performance Security

- (a) Following the Project's achievement of Substantial Performance, and prior to any portion of the SDF Contribution (other than any Design Development Payment, if applicable) being paid to the Recipient, the Recipient shall deliver to the Province an irrevocable standby letter of credit issued by an Approved Bank in a form acceptable to the Province (the "**Letter of Credit**"). The Letter of Credit will:
- (i) be the amount calculated in accordance with Schedule B;
  - (ii) remain in effect over the Intended Use Period; and
  - (iii) be callable at the Approved Bank's counters in Toronto, Ontario, or such other location consented to by the Province in the Province's sole and absolute discretion.
- (b) Without limiting any other provision of this Agreement, the Letter of Credit will serve as collateral and security in the hands of the Province and may be drawn upon by the Province to satisfy:
- (i) the payment of all debts and liabilities, present and future, direct and indirect, absolute and contingent, matured and not matured, in each case, at any time owing by the Recipient to the Province pursuant to this Agreement;
  - (ii) the payment or reimbursement of all Direct Losses suffered or incurred by any Province Indemnified Parties or for which any of the foregoing is or may be responsible and in respect of which the Recipient is required to indemnify the Province Indemnified Parties pursuant to this Agreement; and
  - (iii) the payment or reimbursement of all Direct Losses suffered or incurred by the Province directly or indirectly in connection with enforcing its rights and remedies against the Recipient under this Agreement.
- (c) Further, and without limiting the generality of any other provision of this Agreement, the Province will be entitled to draw upon the full amount of the Letter of Credit in accordance with Section 18.3(a)(vii) in the event the Recipient has not repaid the SDF Contribution (together with any interest owing thereon in accordance with Article 19) within the timeframe provided by the Province to the Recipient.
- (d) To the extent reasonably practicable in the circumstances, the Province will endeavour to provide Notice to the Recipient of its intent to draw upon the Letter of Credit. Notwithstanding the foregoing, the Province will not be required to provide the foregoing Notice and any failure of the Province to provide such Notice (or any notice) of its intent to draw upon the Letter of Credit will not restrict, prevent or invalidate any draw by the Province under the Letter of Credit.

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- (e) The Province reserves the right to require at any point during the Term that for the remainder of the Term, the Recipient shall ensure that a valid and binding Third Party Guarantee from a party of sufficient financial strength, capacity and stability, as determined by the Province acting in its sole discretion, in favour of the Province from the Guarantor and in a form required by the Province, is in place and enforceable by the Province. Any demands made and amounts paid by the Guarantor to the Province under the Third Party Guarantee of Guarantor is without prejudice to the Province's right to make continuing claims against the Recipient in relation to matters for which the Third Party Guarantee of Guarantor is provided.
- (f) All Performance Security will be obtained and maintained by the Recipient at the Recipient's sole cost and expense.
- (g) The Performance Security shall be released by the Province on the later of:
- (i) the date which is 15 Business Days following the date on which:
    - (A) this Agreement terminates pursuant to Article 17; or
    - (B) the Term expires in accordance with Section 7.1; and
  - (ii) if there are any claims outstanding against the Recipient as at the date of such termination or expiry, including any claims arising in respect of such termination or expiry, the date which is 15 Business Days following the date on which the last such claim is finally determined or resolved.

## 15. INDEMNITY

### 15.1 Indemnification by Recipient

- (a) The Recipient will indemnify and save harmless the Province and the Crown and each of the directors, officers, employees, agents and representatives of the Province and each of the ministers, employees, agents and representatives of the Crown (collectively, the "**Province Indemnified Parties**" and each a "**Province Indemnified Party**") from and against any and all Direct Losses suffered, sustained or incurred by any of them or for which any of them is or may be responsible directly or indirectly arising directly or indirectly out of or resulting from:
- (i) any inaccuracy or misrepresentation in any representation or warranty of the Recipient in this Agreement or in any document delivered to the Province by or on behalf of the Recipient pursuant to this Agreement;
  - (ii) any failure of the Recipient to perform or comply with any obligation, covenant or agreement of the Recipient in this Agreement;
  - (iii) any fraud, negligence or wilful misconduct of the Recipient or of any person for whom the Recipient is responsible under Applicable Law;

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- (iv) any loss or damage of a third party arising from the Project for:
    - (A) any infringement by the Recipient or of any person for whom the Recipient is responsible under Applicable Law of any intellectual property rights of third parties; or
    - (B) any death, personal injury and any physical loss or damage to property or assets of any third party;
  - (v) the performance by the Recipient of this Agreement and the completion of the Project not in accordance with or in breach of the requirements of any Permits, Licences, Approvals and Agreements, Applicable Law or the requirements of Governmental Authorities, or the failure of the Recipient to obtain all necessary Permits, Licences, Approvals and Agreements required for the Project;
  - (vi) any breach or violation by the Recipient of any Applicable Law; and
  - (vii) the enforcement of any rights of any Province Indemnified Party under this Agreement and, in each case, any related investigation, defence, preparation of defence, dispute resolution, litigation and enquiries.

## 15.2 Limitations

- (a) Where any provision of this Agreement entitles a Party to recover damages or losses from the other Party, except as otherwise expressly indicated, the intent is to afford such Party the equivalent of the ordinary contractual measure of damages, that is, that such recovery will place such Party in the same position it would have been in but for the occurrence of the specified event that gives rise to the right to recover damages or losses from the other Party, subject to such Party's obligation to take all commercially reasonable measures to mitigate its damages.
- (b) Notwithstanding Section 15.2(a), the indemnities under this Agreement shall not apply and there shall be no right to claim damages for breach of this Agreement, in tort or on any other basis whatsoever, to the extent that loss claimed by the Province is:
  - (i) for punitive, exemplary or aggravated damages;
  - (ii) for loss of profit (but does not include the Province's rights to payments expressly provided for in this Agreement), loss of use, loss of production, loss of business, claims of customers or loss of business opportunity; or
  - (iii) a claim for consequential loss or for indirect loss of any nature suffered or allegedly suffered by the Province,(collectively, "**Indirect Losses**").

- (c) Every right to claim damages or indemnification or reimbursement or to set off or hold back any amount under this Agreement shall be construed so that recovery is without duplication to any other amount recoverable under this Agreement and shall not be construed in such manner as would allow a Party to recover the same loss or amount twice.

## 16. INSURANCE

### 16.1 Insurance

- (a) The Recipient has and will obtain and maintain in force throughout the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain and comprehensive commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, blanket contractual liability (including liability for damage to or losses relating to the performance by the Recipient of its obligations set forth herein) to an inclusive limit of not less than two million dollars per occurrence. The policy is to include the following:
- (i) the Province Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (ii) a cross-liability clause; and
  - (iii) a requirement for 30-day written notice of cancellation, termination, or material change.
- (b) The Recipient will ensure that all contractors engaged in the Project have and maintain in force insurance coverages, including property, general commercial liability, environmental liability and insurance coverages required in Canadian Construction Documents Committee (CCDC) standard form documents and as specified in CCDC 41 – CCDC Insurance Requirements or that are commercially reasonable having regard to the services being provided by such contractor. For certainty, the Recipient will ensure that all contractors incorporate this requirement into every level of contract thereunder (as applicable) for any part of the work or services being provided by any subcontractors and suppliers for the Project.
- (c) Upon completion of the Project, the Recipient will obtain and maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance to cover the Project Asset(s) during the Intended Use Period, including property, comprehensive commercial general liability, and environmental liability insurance.



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## 16.2 Proof of Insurance

- (a) The Recipient will:
- (i) provide to the Province, either:
    - (A) certificates of insurance that confirm the insurance coverage required by Section 16.1; or
    - (B) other proof that the Province requires in its sole and absolute discretion that confirms the insurance coverage required by Section 16.1; and
  - (ii) in the event of a proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## 17. TERMINATION

### 17.1 Termination by the Province

- (a) The Province may, at its option and sole and absolute discretion, terminate this Agreement in its entirety by Notice, with immediate effect on the date specified therein, upon the occurrence of an Event of Default. The Province will promptly notify the Recipient in writing of any such termination pursuant to Section 17.1(a). Notwithstanding the foregoing, the provision of or any delay or failure to provide any such Notice will not in any way derogate from or otherwise affect the Province's right to terminate this Agreement by Notice with immediate effect pursuant to this Section 17.1(a).
- (b) The Province may, at its option and sole and absolute discretion, terminate this Agreement at any time without liability, penalty, or costs upon 90 days' Notice to the Recipient.
- (c) If the Province terminates the Agreement pursuant to Section 17.1(a), the Province may take one or more of the following actions:
- (i) cancel further instalments of the SDF Contribution; and
  - (ii) demand from the Recipient the repayment of any SDF Contribution paid to the Recipient prior to the date of termination.
- (d) If the Province terminates the Agreement pursuant to Section 17.1(b), the Province may take one or more of the following actions:
- (i) cancel further instalments of the SDF Contribution;
  - (ii) demand from the Recipient the repayment of any portion of the SDF Contribution remaining in the possession or under the control of the Recipient; and

- (iii) require the Recipient to provide an auditable report of its reasonable costs to wind down the Project and do either or both of the following:
  - (A) permit the Recipient to offset reasonable costs, as determined by the Province, against the amount the Recipient owes pursuant to Section 17.1(c)(ii); and
  - (B) subject to Section 8.1(a)(i), provide a portion of the SDF Contribution to the Recipient to cover reasonable costs, as determined by the Province.

## 17.2 **Termination for Force Majeure**

- (a) Notwithstanding Section 30, where a Force Majeure Event has occurred and continues, or in the opinion of both Parties is highly likely to continue for a continuous period of at least 180 days and the Recipient is prevented, delayed or substantially hindered from performing and complying with all or any part of its obligations, covenants or agreements hereunder as a result of a Force Majeure Event, then either Party may, at its option and in its sole and absolute discretion, terminate this Agreement in its entirety by giving at least 60 Business Days prior written Notice to the other Party.

## 17.3 **Survival**

- (a) The expiry or termination of this Agreement does not relieve either Party from any of its obligations outstanding under this Agreement up to the effective date of such expiry or termination.
- (b) Except as otherwise provided in this Agreement, termination of this Agreement shall be without prejudice to, and shall not affect Sections 8.5(b) and 8.5(d), Sections 12.3 to 12.5, Article 14, Article 15, Section 17.3, Section 18.3, Article 19, Article 20, Article 23, Section 26.3, Article 27, Article 28, Article 29, Schedule A and any other applicable definitions, Schedule B, such other provisions as are necessary for the interpretation of any of the foregoing, and any other provisions which by their nature are intended to survive termination or expiry of this Agreement, and all of the foregoing provisions will survive such expiration or termination.

## 18. **EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

### 18.1 **Events of Default**

- (a) Each of the following events will constitute an “**Event of Default**”:
  - (i) there is any inaccuracy or misrepresentation in any representation or warranty by or on behalf of the Recipient in this Agreement or in any document delivered to the Province by or on behalf of the Recipient pursuant to this Agreement, which inaccuracy or misrepresentation constitutes a Material Adverse Effect;

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- (ii) the Recipient fails to perform or comply with any one or more obligations, covenants or agreements of the Recipient in this Agreement, which failure constitutes a Material Adverse Effect;
  - (iii) the Recipient fails to perform or comply with any one or more of the obligations, covenants or agreements of the Recipient in Section 12.2(a)(i)(A);
  - (iv) the Recipient fails to perform or comply with Section 8.6 within the specified timeframes;
  - (v) the Recipient fails to perform or comply with Section 11.1(a);
  - (vi) the Recipient fails to perform or comply with any one or more obligations, covenants or agreements of the Recipient with respect to Performance Security, or any Performance Security ceases to be in full force and effect, and, in each case, such failure or circumstance is not cured within five Business Days after the earlier of (A) the date on which the Recipient becomes aware of such failure or circumstance and (B) the date on which the Province notifies the Recipient in writing of such failure or circumstance;
  - (vii) the occurrence of an Early Disposition without consent of the Province;
  - (viii) the occurrence of any KPI Standard Failure;
  - (ix) the failure of the Recipient to achieve the Minimum KPI Standard in any two consecutive annual periods;
  - (x) the Recipient's operations or its financial condition changes such that it no longer meets one or more of the eligibility requirements of the SDF Capital Stream and SDF Capital Guideline under which the Province provides the SDF Contribution;
  - (xi) the occurrence of any change in Direct or Indirect Power or Control of the Recipient, or where applicable, any Guarantor providing Performance Security, where such change in Direct or Indirect Power or Control is to a Restricted Person, and where such change in Direct or Indirect Power or Control to such Restricted Person has not been cured within ten days after the date on which the Direct or Indirect Power or Control occurred;
  - (xii) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
  - (xiii) the Recipient fails to perform or comply with Section 8.3; and
  - (xiv) the Recipient suffers or permits any transfer, assignment or other disposition of this Agreement or the rights, obligations, covenants and agreements hereunder in violation of or other than in compliance with Section 26.1.

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**18.2 Notification**

- (a) The Recipient shall promptly notify the Province in writing upon the Recipient becoming aware of the occurrence of any Event of Default.

**18.3 Consequences of Events of Default**

- (a) If an Event of Default occurs, the Province may, in its sole and absolute discretion take one or more of the following actions at any time:
- (i) exercise its termination rights pursuant to Section 17.1(a);
  - (ii) provide the Recipient with an opportunity to remedy the Event of Default in accordance with Section 18.4;
  - (iii) suspend the payment of the SDF Contribution for such period as the Province determines appropriate;
  - (iv) cancel further instalments of the SDF Contribution;
  - (v) reduce the amount of the SDF Contribution;
  - (vi) demand from the Recipient the repayment of an amount equal to any SDF Contribution the Recipient used, but did not use in accordance with the Agreement;
  - (vii) demand from the Recipient the payment of an amount equal to 100% of the SDF Contribution provided to the Recipient; and
  - (viii) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement and the costs it incurs to collect any amounts the Recipient owes to the Province.

**18.4 Opportunity to Remedy**

- (a) If, pursuant to Section 18.3(a)(ii), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of the particulars of the Event of Default.
- (b) If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to Section 18.3(a)(ii), and:
- (i) the Recipient does not remedy the Event of Default to the satisfaction of the Province in its sole discretion within 30 days of receipt of the Notice described in Section 18.4(a) or such other time period set forth in such Notice (the “**Remedial Period**”);

- (ii) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (iii) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in Sections 18.3(a)(i), (iii), (iv), (v), (vi), (vii), and (viii).

## **19. DEBT DUE AND PAYMENT**

### **19.1 Debt Due**

- (a) If, pursuant to this Agreement:
  - (i) the Province demands from the Recipient the repayment of any SDF Contribution amount or any other amounts owing under the Agreement; or
  - (ii) the Recipient owes to the Province any SDF Contribution or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

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

### **19.2 Interest Rate**

- (a) The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

### **19.3 Payment of Money to Province**

- (a) The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule B.

### **19.4 Fails to Pay**

- (a) Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## 20. CONFIDENTIALITY

### 20.1 Confidential Information

- (a) Except where required by Applicable Law, including Section 5.1(a)(iv), the Parties shall keep confidential and shall not disclose the contents of this Agreement, the transactions contemplated hereby or any information provided by the Parties to one another pursuant to this Agreement, without the consent of all Parties. Notwithstanding the foregoing, the Province may publicly disclose the Recipient's name, the amount of the SDF Contribution, a description of the nature of the Project, the date and value of this Agreement or any subsequent amendment, amounts advanced or paid and the skills development outcomes generated by the Project in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Recipient may publicly disclose that it is a Party to this Agreement and a description of the nature of the Project.

## 21. NOTICE

### 21.1 Notice in Writing and Addressed

- (a) Notice will be:
- (i) in writing;
  - (ii) delivered by email, postage-prepaid mail, personal delivery, or courier; and
  - (iii) addressed to the Province or the Recipient as set out in Schedule B, or as either Party later designates to the other by Notice.

### 21.2 Notice Given

- (a) Notice will be deemed to have been given:
- (i) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
  - (ii) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

### 21.3 Postal Disruption

- (a) Despite Section 21.2(a)(i), in the event of a postal disruption:
- (i) Notice by postage-prepaid mail will not be deemed to be given; and
  - (ii) the Party giving Notice will give Notice by email, personal delivery or courier.

## **22. CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

### **22.1 Consent**

- (a) When the Province provides its consent pursuant to the Agreement:
  - (i) it will do so by Notice;
  - (ii) it may attach any terms and conditions to the consent; and
  - (iii) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **23. SEVERABILITY OF PROVISIONS**

### **23.1 Invalidity or Unenforceability of Any Provision**

- (a) The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **24. WAIVER**

### **24.1 Waiver Request**

- (a) Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

### **24.2 Waiver Applies**

- (a) If in response to a request made pursuant to Section 24.1 a Party consents to a waiver, the waiver will:
  - (i) be valid only if the Party that consents to the waiver provides the consent by Notice; and
  - (ii) apply only to the specific obligation referred to in the waiver.

## **25. INDEPENDENT PARTIES**

### **25.1 Parties Independent**

- (a) The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **26. ASSIGNMENT OF AGREEMENT OR SDF CONTRIBUTION**

### **26.1 No Assignment**

- (a) The Recipient will not, without the prior written consent of the Province, which consent may be withheld or conditioned in the Province's sole and unfettered discretion, assign any of its rights or obligations under the Agreement. No assignment of this Agreement shall be effective until replacement Performance Security in form and substance reasonably satisfactory to the Province has been delivered to the Province.

### **26.2 Change in Ownership**

- (a) The Recipient shall provide the Province with Notice of any change in direct ownership of the Recipient and Notice of any material change in indirect ownership of the Recipient. For the purposes of this Section 26.2:
- (i) internal reorganizations which do not have the effect of changing the ultimate ownership of the Recipient; and
  - (ii) an initial public offering or the issuance of or trading of publicly traded securities of an entity that directly or indirectly holds an interest in the Recipient,

shall not be considered to be a material change in the ownership of the Recipient.

### **26.3 Agreement Binding**

- (a) All rights and obligations contained in the Agreement will extend to and be binding on:
- (i) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
  - (ii) the successors to His Majesty the King in right of Ontario.

## **27. GOVERNING LAW**

### **27.1 Governing Law**

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



## **28. FURTHER ASSURANCES**

### **28.1 Agreement into Effect**

- (a) The Recipient will:
- (i) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
  - (ii) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **29. RIGHTS AND REMEDIES CUMULATIVE**

### **29.1 Rights and Remedies Cumulative**

- (a) The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

### **29.2 Contra Proferentem**

- (a) The Parties agree that each Party has had ample opportunity to obtain the legal and other professional advice that such Party deems necessary or desirable with respect to this Agreement and the transactions and documents contemplated herein and that in construing any provision in this Agreement or any document contemplated herein, the legal principle of “contra proferentem” shall not apply or be applied.

## **30. FORCE MAJEURE**

### **30.1 Force Majeure**

- (a) To the extent that and for so long as either Party is prevented or delayed by the Force Majeure Event from performing any obligation under this Agreement, that Party is relieved from any liability or consequence under this Agreement arising from its inability to perform or delay in performing that obligation.
- (b) If a Force Majeure Event wholly or partially prevents or delays the Recipient from proceeding with the Project, then, subject to this Section 30, the time frame for achieving the Project Milestones and the Term shall be adjusted proportionately to the period during which the Recipient is prevented or delayed by the Force Majeure Event from proceeding with the Project.

### **30.2 Force Majeure Procedure**

- (a) Upon either Party becoming aware of the occurrence of a Force Majeure Event that may prevent that Party from performing any obligation under this Agreement, that Party shall

in a timely manner give the other Party Notice of the Force Majeure Event, including reasonable details of the anticipated effect of the Force Majeure Event upon performance of this Agreement, and thereafter the Parties shall on an ongoing basis consult with each other with a view to remedying or mitigating the Force Majeure Event or otherwise addressing the consequences of the Force Majeure Event.

### 31. FAILURE TO COMPLY WITH OTHER AGREEMENTS

#### 31.1 Other Agreements

- (a) If the Recipient:
- (i) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Compliance Failure**”);
  - (ii) has been provided with notice of such Compliance Failure in accordance with the requirements of such other agreement;
  - (iii) has, if applicable, failed to rectify such Compliance Failure in accordance with the requirements of such other agreement; and
  - (iv) such Compliance Failure is continuing,

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

***[Remainder of page left intentionally blank.]***

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO as  
represented by the Minister of Infrastructure and the  
Minister of Labour, Immigration, Training and Skills  
Training**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Hon. Kinga Surma

**Title:** Minister of Infrastructure

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Hon. David Piccini

**Title:** Minister of Labour, Immigration, Training and  
Skills Development

**The Corporation of the Town of Orangeville**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Lisa Post

**Title:** Mayor

I have authority to bind the Recipient

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Raylene Martell

**Title:** Clerk

I have authority to bind the Recipient

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## SCHEDULE A

### INTERPRETATION AND DEFINITIONS

#### 1. INTERPRETATION

(a) For the purposes of interpretation:

- (i) words in the singular include the plural and vice-versa and words importing the use of any gender include all genders;
- (ii) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (iii) any reference to dollars or currency will be in Canadian dollars and currency;
- (iv) “include”, “includes” and “including” denote that the subsequent list is not exhaustive;
- (v) the term “will” means “shall”;
- (vi) “hereunder”, “herein”, “hereto” and “hereof”, when used in this Agreement, refer to this Agreement and not to a particular Section or clause of this Agreement;
- (vii) references to a statute shall include all regulations, by-laws, ordinances and orders made under or pursuant to the statute;
- (viii) references to persons shall include their successors and assigns (in the case of the Recipient, to the extent permitted hereunder). References to a public organization shall include their successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization;
- (ix) where this Agreement states that an obligation shall be performed “no later than” or “within” or “by” a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day;
- (x) “month” means “calendar month” and “day” means “calendar day”;
- (xi) references to any document, instrument or agreement, including this Agreement, (i) will include all exhibits, schedules and other attachments thereto, (ii) will include all documents, instruments or agreements issued or executed in

replacement thereof, and (iii) will mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, restated, amended and restated, modified or supplemented from time to time (to the extent permitted hereunder) and in effect at the given time; and

- (xii) unless otherwise provided in this Agreement, all accounting and financial terms used in this Agreement shall be interpreted and applied in accordance with either the International Financial Reporting Standards (IFRS), Accounting Standards for Private Enterprises (ASPE), Accounting Standards for Non-Profit Organizations (ASNPO), Public Sector Accounting Standards (PSAS) or any comparable accounting standards that apply to the Recipient which are validated by CPA Ontario.

## 2. DEFINITIONS

- (a) In the Agreement, the following terms will have the following meanings:
- (i) “**Abnormal Weather**” means fire, lightning, storm, tempest, hurricane, tornado, cyclone, tidal wave, severe ice storm, flood, earthquake, or abnormally severe weather conditions (beyond the level of severity reasonably to be anticipated at the relevant location);
- (ii) “**Affiliate**” has the meaning given to such term in the *Business Corporations Act* (Ontario);
- (iii) “**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in Section 1.1, and any amending agreement entered into pursuant to Section 4.1;
- (iv) “**Agreement Records**” has the meaning given in Section 12.3(a);
- (v) “**Applicable Law**” means:
- (A) any statute or proclamation or any delegated or subordinate legislation including regulations and by-laws;
- (B) any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any Governmental Authority; and
- (C) any judgment of a relevant court of law, board, arbitrator or administrative agency which is a binding precedent in the Province of Ontario,

in each case, in force in the Province of Ontario, or otherwise binding on the Recipient or the Province;

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- (vi) **“Approved Bank”** means any one or more of the six largest (by assets) banks listed in Schedule I of the *Bank Act* (Canada) or any other financial institution approved in writing by the Province, acting reasonably, in each case, whose current long-term issuer rating is at least “A” by Standard & Poor’s Rating Service (a division of McGraw Hill Companies, Inc.) and “A2” by Moody’s Investors Services, Inc. or a similar issuer rating by another person acceptable to the Province;
- (vii) **“Architect of Record”** means a qualified architect duly licenced by the Ontario Association of Architects retained by the Recipient;
- (viii) **“Asset Control”** has the meaning given in Section 9.2(a);
- (ix) **“Auditor General Act (Ontario)”** means the *Auditor General Act*, RSO 1990, c. A.35 amended or replaced from time to time;
- (x) **“Broader Public Sector Accountability Act, 2010 (Ontario)”** means the *Broader Public Sector Accountability Act*, 2010, SO 2010, c. 25 as amended or replaced from time to time;
- (xi) **“Business Corporations Act (Ontario)”** means the *Business Corporations Act*, RSO 1990, c. B.16 as amended or replaced from time to time;
- (xii) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario;
- (xiii) **“Compliance Failure”** has the meaning given in Section 31.1(a)(i);
- (xiv) **“Construction Act (Ontario)”** means the *Construction Act*, RSO 1990, c C.30, as amended or replaced from time to time;
- (xv) **“Construction Progress Report”** has the meaning given in Schedule E;
- (xvi) **“Cost Consultant”** means an accredited cost consultant or accredited quantity surveyor retained by the Recipient that is duly licensed to practice in the Province of Ontario by the Association for the Advancement of Cost Engineering (AACE) International Institute or such other issuer reasonably acceptable to the Province in its sole and absolute discretion;
- (xvii) **“Design Development Payment”** has the meaning given in Section 8.7(a);
- (xviii) **“Direct Losses”** means all damages, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on a substantial indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law, except Indirect Losses;

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- (xix) **“Direct or Indirect Power or Control”** means the direct or indirect power or control over the decisions, management, actions or policies of a person, including through the direct or indirect power or control over the decisions, management, actions or policies of any persons having direct or indirect power or control over the decisions, management, actions or policies of any other person, whether through:
- (A) ownership, beneficial or otherwise, of five percent or more of any of the shares, units or equity interests of a person;
  - (B) the direct or indirect power to vote any of the shares, units or equity interests of a person where an individual’s ownership, beneficial or otherwise, is equal to or exceeds five percent of the voting securities, units or equity interests of such person; or
  - (C) the direct or indirect power or authority to influence or direct the approval of a decision, the management, actions or policies of a person or to prevent the approval of a decision, the management, actions or policies of a person through any contractual right or other power or interest with or over a person;
- (xx) **“Early Disposition”** has the meaning given in Section 9.2(b);
- (xxi) **“Early Disposition Adjustment Amount”** means the amount calculated in accordance with Schedule G;
- (xxii) **“Economic Interest”** means any right to receive, directly or indirectly and whether in cash or in kind, a payment, repayment, fee, interest, dividend, distribution, redemption or any other consideration of benefit or value to the recipient of any nature whatsoever, but excluding wages, salaries or other employment-related benefits;
- (xxiii) **“Effective Date”** means the date set out at the top of the Agreement;
- (xxiv) **“Eligible Costs”** means, other than Ineligible Costs, those costs and expenses that are reasonably and actually incurred by the Recipient and are directly related and necessary to the construction, renovation, rehabilitation, retrofitting or improvement, in whole or in part, of any Project Asset in connection with the Project. A description of Eligible Costs is set out in Schedule F;
- (xxv) **“Eligible Costs Certification Report”** has the meaning given in Schedule E;
- (xxvi) **“Event of Default”** has the meaning given in Section 18.1(a);
- (xxvii) **“Excess Government Support Amount”** has the meaning given in Section 8.3(d);



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- (xxviii) “**Expiry Date**” means the end of the final day of the Intended Use Period, unless such date is extended in accordance with the terms of this Agreement;
- (xxix) “**Final Certificate and Project Report**” has the meaning given in Schedule E;
- (xxx) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended or replaced from time to time;
- (xxxi) “**Financial Administration Act (Ontario)**” means the *Financial Administration Act*, RSO 1990, c. F.12 as amended or replaced from time to time;
- (xxxii) “**Force Majeure Event**” means acts of God, acts of public enemies, acts of governments or foreign states, epidemics (excluding any effects of the COVID-19 pandemic known or reasonably foreseeable and preventable as of the Effective Date), quarantine restrictions, Abnormal Weather, fires or floods that were not caused or contributed to by any act, fault or omissions of a Party, strikes, lockouts or organization of workers, embargoes by transportation companies or public authorities, riots, insurrections, wars, pestilence, earthquakes, issuance of a direction or stop work order related to all or a portion of the Project by a court of competent jurisdiction or other public authority provided that such order was not issued as a result of any act, fault or omission of a Party, or any other event which the Province determines in its sole discretion to be wholly beyond the control of the Parties that prevents, delays or interrupts the performance of any obligation under this Agreement, other than any obligation to pay any money, in all cases arising after the Effective Date and provided such event does not occur by reason of:
- (i) the negligence of the Party relying on the Force Majeure Event (or those for whom such Party is responsible pursuant to Applicable Law); or
  - (ii) any act or omission of the Party relying on the Force Majeure Event (or those for whom such Party is responsible pursuant to Applicable Law) that is in breach of the provisions of this Agreement;
- (xxxiii) “**Good Industry Practice**” means using standards, practices, methods and procedures to a good commercial safety standard, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances, including professionals, manufacturers, contractors and tradespeople who are experienced in work on infrastructure that is comparable to the Project;
- (xxxiv) “**Government**” means any federal, provincial, territorial, regional, municipal or local government;

- (xxxv) “**Governmental Authority**” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction;
- (xxxvi) “**Government Support Cap**” has the meaning given in Section 8.3(d);
- (xxxvii) “**Guarantor**” means the party providing the Third Party Guarantee, if applicable;
- (xxxviii) “**Highway Traffic Act (Ontario)**” means the *Highway Traffic Act*, RSO 1990, c. H.8 as amended or replaced from time to time;
- (xxxix) “**Indigenous Communities**” include First Nation, Métis, and Inuit communities or peoples of Canada.
- (xl) “**Indirect Losses**” has the meaning given in Section 15.2(b);
- (xli) “**Ineligible Costs**” means those costs and expenses that are ineligible for the SDF Contribution as described in Schedule F;
- (xlii) “**Intended Use**” means the Intended Use set out in Schedule B;
- (xliii) “**Intended Use Period**” means the five year period following the date the Project achieves Substantial Performance;
- (xliv) “**Intended Use Proposal**” has the meaning given in Section 11.1(b);
- (xlv) “**Interim KPI Report**” has the meaning given in Schedule E;
- (xlvi) “**Investment Canada Act**” means the *Investment Canada Act* RSC, 1985, c. 28 as amended or replaced from time to time;
- (xlvii) “**Key Performance Indicator**” or “**KPI**” means the Required Project Outcome indicators set forth in Schedule C;
- (xlviii) “**Key Performance Indicator Target**” means the annual Key Performance Indicator targets set forth in Schedule C;
- (xlix) “**KPI Remediation Plan**” has the meaning given in Section 11.2(b);
- (l) “**KPI Standard Failure**” has the meaning given in Section 11.2(c);
- (li) “**Letter of Credit**” has the meaning given in Section 14.1(a);

- (lii) **“Material Adverse Effect”** means any change, event, circumstance, occurrence, violation, inaccuracy, misrepresentation, failure, breach, claim, loss or other matter that (alone or in combination) is or could reasonably be expected to be (i) materially adverse to the business, assets, liabilities, financial condition or operations of the Recipient in such a way that the Recipient’s financial capacity and wherewithal to complete the Project and/or repay the SDF Contribution (if required) is materially impacted, or (ii) contrary to the public good in any material respect or materially adverse or materially prejudicial to the reputation or integrity of the Province or the SDF Capital Stream generally or the Crown;
- (liii) **“Maximum SDF Commitment”** means the maximum SDF Contribution amount set out in Schedule B;
- (liv) **“Minimum KPI Standard”** has the meaning given in Section 11.2(a);
- (lv) **“Notice”** means any communication given or required to be given pursuant to the Agreement;
- (lvi) **“Occupational Health and Safety Act (Ontario)”** means the *Occupational Health and Safety Act*, RSO 1990, c. O.1 as amended or replaced from time to time;
- (lvii) **“Other Government Support”** means federal or municipal government financial assistance, including any grants, contributions, implicit subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project, but excluding Government financial assistance from the Canada Infrastructure Bank in the form of repayable loans or other financial instruments substantially the same as repayable loans;
- (lviii) **“Party”** means either the Province or the Recipient, and **“Parties”** means collectively the Recipient and the Province;
- (lix) **“Performance Security”** means, collectively, the Letter of Credit and, where applicable, the Third Party Guarantee;
- (lx) **“Permits, Licences, Approvals and Agreements”** means all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations required to perform the Project in accordance with the Agreement and as required by Applicable Law, and all necessary consents, approvals, certificates, permits, licences, agreements and authorizations from and with any third parties, needed to perform the Project in accordance with the Agreement and as required by Applicable Law;
- (lxi) **“Project”** means the design, construction, operation and maintenance of the Project Assets in connection with the undertaking described in Schedule B;

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- (Ixi) **“Project Asset”** means any real or personal property, or immovable or movable asset, constructed, rehabilitated, renovated, retrofitted or improved, in whole or in part, with the SDF Contribution in connection with the Project;
- (Ixii) **“Project Asset Lease Agreement”** has the meaning given in Section 6.1(a)(xii);
- (Ixiii) **“Project Milestone”** and **“Project Milestones”** have the meaning given to them in Section 8.6(a);
- (Ixiv) **“Project Milestone Failure Notification”** has the meaning given in Section 8.6(b);
- (Ixv) **“Project Partner”** means any organization collaborating with the Recipient on the Project and may be an organization that is playing a supporting role such as providing research, training or other services to support the goals and objectives of the Project;
- (Ixvi) **“Project Plan”** means the Project plan submitted by the Recipient in connection with the Recipient’s application to the SDF Capital Stream and approved by the Province;
- (Ixvii) **“Project Plaque”** has the meaning given in Section 13.3(a);
- (Ixviii) **“Project Signage”** has the meaning given in Section 13.2(a);
- (Ixix) **“Province”** has the meaning given in the recitals;
- (Ixx) **“Province Indemnified Parties”** and **“Province Indemnified Party”** have the meaning given in Section 15.1(a);
- (Ixxi) **“Public Sector Salary Disclosure Act, 1996 (Ontario)”** means the *Public Sector Salary Disclosure Act, 1996*, SO 1996, c. 1, Sched. A as amended or replaced from time to time;
- (Ixxii) **“Recipient”** has the meaning given in the recitals;
- (Ixxiii) **“Remedial Period”** has the meaning given in Section 18.4(b)(i);
- (Ixxiv) **“Reports”** means, collectively, the reports described in Schedule E and **“Report”** means any single report described in Schedule E;
- (Ixxv) **“Restricted Person”** means any person who, or any member of a group of persons acting together, any one of which:
- (A) is subject to any economic or political sanctions imposed by Canada or Ontario, or has, directly or indirectly, its principal or controlling office in a

- country that is subject to any economic or political sanctions imposed by Canada or Ontario;
- (B) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
- (C) (i) is subject to a final order (including being subject to conditions or undertakings prescribed by the order) issued under Part IV.1 of the *Investment Canada Act* (Investments Injurious to National Security) that would prevent such person from undertaking the Project in whole or in part in a manner which the Province considers unacceptable in its sole discretion or (ii) is currently, or could become, subject to a review of an investment by a non-Canadian under Part IV.1 of the *Investment Canada Act* (Investments Injurious to National Security) that could result in an order described in (i) being issued (as determined by the Province in its sole discretion);
- (D) in the case of an individual, (i) has been convicted of any indictable offence less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act* (Ontario) or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder;
- (E) in the case of a person other than an individual, (i) it or any of the members of its (or its general partner’s) board of directors or its senior executive managers has been convicted of any indictable offence less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) any of the members of its (or, where applicable, its general partner’s) board of directors or its senior executive managers has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act* (Ontario) or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder;
- (F) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;

- (G) is subject to a material claim of the Province under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a “Restricted Person” is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in the Province’s view, in either case, be reasonably likely materially to affect the ability of the Recipient to perform its obligations under this Agreement; or
- (H) has a material interest in the production of tobacco products;
- (lxxvii) **“Required Project Outcome”** means the Required Project Outcomes set forth in Schedule C;
- (lxxviii) **“SDF Capital Guideline”** means the Skills Development Fund SDF Capital Stream Guideline which may be amended from time to time at the sole and absolute discretion of the Province and which is available at <https://forms.mgcs.gov.on.ca/en/dataset/on00540>;
- (lxxix) **“SDF Capital Key Participant Groups”** has the meaning given in the SDF Capital Guideline;
- (lxxx) **“SDF Capital Stream”** means Skills Development Fund Capital Stream;
- (lxxxi) **“SDF Contribution”** means the aggregate funding for the Project the Province provides to the Recipient pursuant to the terms and conditions of this Agreement, which, for certainty, shall never exceed the Maximum SDF Commitment;
- (lxxxii) **“Sources and Uses Attestation”** means the attestation delivered by the Recipient to the Province in connection with the Recipient’s application that details the sources and uses for all Project funding (including any and all funding support received or expected to be received by the Recipient from a Governmental Authority other than the Province);
- (lxxxiii) **“Substantial Performance”** means the point at which a certificate of substantial performance with respect to the Project has been published in accordance with the *Construction Act* (Ontario);
- (lxxxiv) **“Substantial Performance Date”** means the date of Substantial Performance set forth in the corresponding certificate of substantial performance published in accordance with the *Construction Act* (Ontario);
- (lxxxv) **“Term”** has the meaning given in Section 7.1(a);
- (lxxxvi) **“Third Party Guarantee”** means, if applicable, the guarantee to be entered into by the Guarantor in the form required by the Province;

(lxxxvii) “**Training Volume Target**” means the annual Key Performance Indicator Target for the Training Volume Required Project Outcome set forth in Schedule C; and

(lxxxviii) “**TPON**” means Transfer Payment Ontario.

**SCHEDULE B**

**PROJECT SPECIFIC INFORMATION**

<b>Maximum SDF Commitment</b>	\$ 3,667,650.00
<b>Project Title</b>	The Town of Orangeville Fire Services Campus
<b>Case Number</b>	2023-08-1-2307261279
<b>Letter of Credit Amount</b>	An amount that is equal to 75% of the SDF Contribution.
<b>Project Description</b>	<p>The Project will construct a one-storey fire station at 30 Centennial Road, Orangeville, and will consist of the following:</p> <ul style="list-style-type: none"> <li>- Approx. 3,779 sq/ft – construction of training tower, classrooms, support areas, and training-related administration spaces;</li> <li>- Approx. 1,120 sq/ft Community Engagement Space;</li> <li>- Approx. 1,701 sq/ft for fitness, computer rooms, storage &amp; bottle filling stations;</li> <li>- Approx. 2,336 sq/ft one Apparatus Bay allocated to daily training; and</li> <li>- Approx. 33,196 sq/ft Training Grounds (not part of building)</li> </ul>
<b>Intended Use</b>	<p>Skills Development Activities will include:</p> <ul style="list-style-type: none"> <li>- New recruits will participate in essential training including National Fire Protection Association (NFPA) 1001 levels I and II, NFPA 1072 Hazmat Training, and Awareness and Hazmat Operations.</li> <li>- Training will include: Academic Training; Emergency First Response Course; Search and Rescue; Decontamination Training; Auto Extrication Training; Mock Emergency Calls; Firefighter Survival; Ladder Climbing; Hose Use; Controlled Environment Training Specialized training to maintain firefighters' skills will include: Pump Operations Course; Man In Machine Rescue; Survival and Rapid Intervention Teams; Auto Extrication; Forcible Entry; Emergency Patient Care; Fire Dynamics; Hazardous Material Awareness; The Incident Management System; Recruit Training Program; Rural Water Supply Operations; Ice and Water Rescue; Thermal Imaging Camera Technology; Automatic External Defibrillation Certification; Alternative Power Sources</li> <li>- Red Cross-certified instructors will deliver a long list of additional rescue courses.</li> </ul>
<b>Provincial Approval Date</b>	Friday, June 21, 2024



<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Director, Strategic Workforce Policy and Programs Branch <b>Address:</b> 14th Floor, 400 University Avenue, Toronto, Ontario, M7A 1T7 <b>Phone:</b> (416) 917-2601 <b>Email:</b> nadine.scott2@ontario.ca</p> <p>with a copy to:</p> <p><b>Position:</b> Director, Program Implementation Branch <b>Address:</b> 777 Bay Street, Toronto, Ontario, M7A 2J3 <b>Phone:</b> (647) 929-8615 <b>Email:</b> boafoa.kwamena@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Rebecca Medeiros <b>Position:</b> Senior Financial Analyst <b>Address:</b> 87 Broadway, Orangeville, ON L9W 1K1 <b>Phone:</b> 519-941-0440 ext. 2290 <b>Email:</b> rmedeiros@orangeville.ca</p>

**SCHEDULE C**

**KEY PERFORMANCE INDICATORS**

**Intended Use Period: Year 1**

**SDF Key Milestones and Activity**

<b>Required Project Outcome</b>	<b>Key Performance Indicator (KPI)</b>	<b>KPI Target</b>
Training Volume	Annual training participant enrollment attributable to the Project.	29
Training Capacity	Annual training seats attributable to the Project.	20
SDF Capital Key Participant Groups	Annual training participant enrollment for SDF Capital Key Participant Groups attributable to the Project.	20

**(Note: The Province will assess performance in accordance with Section 11.2. However, Recipients shall report on all Required Project Outcomes.)**

**Intended Use Period: Year 2**

**SDF Key Milestones and Activity**

<b>Required Project Outcome</b>	<b>Key Performance Indicator (KPI)</b>	<b>KPI Target</b>
Training Volume	Annual training participant enrollment attributable to the Project.	30
Training Capacity	Annual training seats attributable to the Project.	20
SDF Capital Key Participant Groups	Annual training participant enrollment for SDF Capital Key Participant Groups attributable to the Project.	20

**(Note: The Province will assess performance in accordance with Section 11.2. However, Recipients shall report on all Required Project Outcomes.)**

Intended Use Period: Year 3

SDF Key Milestones and Activity

Required Project Outcome	Key Performance Indicator (KPI)	KPI Target
Training Volume	Annual training participant enrollment attributable to the Project.	33
Training Capacity	Annual training seats attributable to the Project.	20
SDF Capital Key Participant Groups	Annual training participant enrollment for SDF Capital Key Participant Groups attributable to the Project.	20

**(Note: The Province will assess performance in accordance with Section 11.2. However, Recipients shall report on all Required Project Outcomes.)**

Intended Use Period: Year 4

SDF Key Milestones and Activity

Required Project Outcome	Key Performance Indicator (KPI)	KPI Target
Training Volume	Annual training participant enrollment attributable to the Project.	35
Training Capacity	Annual training seats attributable to the Project.	40
SDF Capital Key Participant Groups	Annual training participant enrollment for SDF Capital Key Participant Groups attributable to the Project.	40

**(Note: The Province will assess performance in accordance with Section 11.2. However, Recipients shall report on all Required Project Outcomes.)**

Intended Use Period: Year 5

SDF Key Milestones and Activity

Required Project Outcome	Key Performance Indicator (KPI)	KPI Target
Training Volume	Annual training participant enrollment attributable to the Project.	37
Training Capacity	Annual training seats attributable to the Project.	40
SDF Capital Key Participant Groups	Annual training participant enrollment for SDF Capital Key Participant Groups attributable to the Project.	40

**(Note: The Province will assess performance in accordance with Section 11.2. However, Recipients shall report on all Required Project Outcomes.)**

## SCHEDULE D

### PAYMENT PLAN AND TIMELINE

The SDF Contribution shall, subject to the terms and conditions of this Agreement, be paid in accordance with the following timeline:

- (a) if applicable, the Design Development Payment within 180 days of the requirements in Section 8.7 being met;
- (b) 75% of the SDF Contribution, calculated less any Design Development Payment previously paid, no earlier than 65 days after the Substantial Performance Date but in any event within 180 days of the requirements in Section 8.4 being met; and
- (c) on every 12 month anniversary of the date the payment in (b) was made, and subject to the Recipient's ongoing compliance with the terms and conditions of this Agreement, pay an equal installment during the Intended Use Period of the remaining SDF Contribution (calculated less any Design Development Payment and any prior payment of SDF Contribution) until 100% of the SDF Contribution has been paid.

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## SCHEDULE E

### REPORTS

#### 1. REQUIRED REPORTS

##### 1.1 Instructions for Reports Required

- (a) Reports are complete if they contain the required information and are signed by a person with authority to bind the Recipient and, where applicable, the professional that authored the report provided to the Recipient. Payments of SDF Contribution will be delayed if complete Reports are not received by identified due dates as directed by and in the form required by the Province.
- (b) Recipients shall submit all required Reports through the TPON online portal.

##### 1.2 During the Term

- (a) During the Term, the Recipient shall provide to the Province:
- (i) on July 15<sup>th</sup> of each year, audited financial statements (or such other financial statements as the Province consents to in its sole and absolute discretion) of the Recipient for its most recently completed fiscal year;
  - (ii) if a Third Party Guarantee has been delivered, on July 15<sup>th</sup> of each year, audited financial statements (or such other financial statements as the Province consents to in its sole and absolute discretion) of the Guarantor for its most recently completed fiscal year; and
  - (iii) prior to the Project's achievement of Substantial Performance, on January 15 and July 15 each year:
    - (A) a Project status report in form and substance reasonably acceptable to the Province that includes, at a minimum, a report on construction status and information and invoices regarding Eligible Costs incurred during the Recipient's two immediately preceding fiscal quarters,
- (each such report a "**Construction Progress Report**").

##### 1.3 Reporting upon the Project's achievement of Substantial Performance

- (a) Within 90 days of the date the Project achieves Substantial Performance, the Recipient shall provide the Province with:
- (i) a certification report from the Cost Consultant setting forth and certifying the total Eligible Costs that have been incurred and paid by the Recipient in accordance with the terms of this Agreement as of the Substantial Performance Date in the

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form of report acceptable to the Province (such report, the “**Eligible Costs Certification Report**”). The Eligible Costs Certification Report shall verify that:

- (A) all Eligible Costs are properly supported by invoices and supporting documentation that has been reviewed by the Cost Consultant;
  - (B) all Eligible Costs are net of tax rebates, credits and refunds referred to in Section 8.4 of this Agreement;
  - (C) no Ineligible Costs have been included in the Recipient’s submission of Eligible Costs; and
- (ii) a final certificate and Project report (“**Final Certificate and Project Report**”) reasonably satisfactory to the Province that includes a certificate of substantial performance in accordance with the *Construction Act* (Ontario), a statutory declaration in a form acceptable to the Province and such other information as may be requested by the Province confirming that the Project has achieved Substantial Performance.

#### **1.4 Reporting During the Intended Use Period**

- (a) Within six months of the date the Project achieves Substantial Performance, and every six months thereafter, the Recipient shall provide to the Province a report, in a form reasonably satisfactory to the Province, detailing the status and achievement of the Project’s/Project Assets’ identified Project indicators with respect to the Key Performance Indicators set forth in the Recipient’s application and detailing the training volume, training capacity and SDF Capital Key Participant Groups, set out in Schedule C, as directed by the Province (each an “**Interim KPI Report**”).

#### **1.5 Post-Project Reporting**

- (a) The Recipient shall, until the seventh anniversary of the Expiry Date:
- (i) participate and respond to any surveys in relation to the Project, the SDF Contribution or financial support provided by the Province of Ontario; and
  - (ii) maintain Project documentation, invoices, agreements and records in accordance with the terms of this Agreement.

**SCHEDULE F**

**ELIGIBLE COSTS**

**1. FUNDING CATEGORIES**

**1.1 Eligible Costs**

(a) The following costs and expenses shall be considered Eligible Costs for the purposes of this Agreement:

Eligible Costs	Examples
<p><b>Hard Construction Costs</b></p> <p><i>that lead to an improvement of the Project Assets through construction, alteration, extension, fit out, demolition or refurbishment of a Project Asset</i></p>	<ul style="list-style-type: none"> <li>• Material costs, including but not limited to:               <ul style="list-style-type: none"> <li>○ Structural materials;</li> <li>○ Finish materials;</li> <li>○ Mechanical materials.</li> </ul> </li> <li>• Building and site:               <ul style="list-style-type: none"> <li>○ Utilities, cement, life safety systems, security and safety monitoring equipment (for example, cameras, mag locks), paving, necessary storm water control and remediation and essential landscaping</li> <li>○ Heating, ventilation and air conditioning (HVAC) systems;</li> <li>○ Project site office rental;</li> <li>○ Site temporary utilities;</li> <li>○ Scaffolding;</li> <li>○ Mechanical, electrical, plumbing (MEP)</li> <li>○ Carpentry, masonry;</li> <li>○ Elevators and hoists;</li> <li>○ Concrete;</li> <li>○ Safety and security, such as guards</li> <li>○ Excavation and demolition;</li> <li>○ Structural steel;</li> <li>○ Foundation and formwork;</li> <li>○ Shoring and caissons;</li> <li>○ Waterproofing;</li> <li>○ Testing and inspection (lab tests, strength tests, slump, etc.);</li> <li>○ Rebar;</li> <li>○ Soil removal;</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>○ Environmental work;</li> <li>○ Millwork;</li> <li>○ Electrical panels, transformers, switchboards;</li> <li>○ Fencing;</li> <li>○ Communication networks / IT.</li> <li>● Interior:             <ul style="list-style-type: none"> <li>○ Wallpaper, paint, trim, flooring;</li> <li>○ Life safety systems such as fire alarm and sprinkler systems, fire escapes and other related systems.</li> </ul> </li> <li>● Labour Costs:             <ul style="list-style-type: none"> <li>○ Direct costs.</li> </ul> </li> </ul>
<p><b>Infrastructure, Permit and Development Charges and Fees</b></p>	<ul style="list-style-type: none"> <li>● Land survey fees;</li> <li>● Costs of inspections, development charges, demolition and construction permitting fees paid to regional or municipal government authorities (site plans approval, building permits, foundation permits, monumental permits etc.);</li> <li>● LEED Certification or similar designations designed to reduce environmental footprint and enhance energy conservation.</li> </ul>
<p><b>Design Drawings and Planning</b></p> <p><i>Advancement of design drawings and planning post-application approval. This can include but is not limited to:</i></p>	<ul style="list-style-type: none"> <li>● Architectural plans &amp; drawings, notes and sections</li> <li>● Construction drawings and specifications</li> <li>● Civil plans, notes, and sections</li> <li>● Structural plans, notes, sections, and details fully describing the structural building requirements</li> <li>● Mechanical plans, notes and details fully describing the plumbing, HVAC, and fire protection requirements</li> <li>● Electrical plans, notes and details fully describing the electrical communications, security, and equipment requirements</li> <li>● Detailed demolition drawings (if renovation), including clear indication of existing materials to remain</li> </ul>

	<ul style="list-style-type: none"> <li>• Conveyance plans, specifications and sections fully describing elevators, escalators, and lifts; Landscape design</li> </ul>
<p><b>Professional Fees</b></p> <p><i>That are incurred in connection with construction tender services, contract administration, and construction/building inspections, other than legal fees</i></p>	<ul style="list-style-type: none"> <li>• Architectural Engineering, Design and Studies Fees;</li> <li>• Sustainability services (LEED and WELL certifications);</li> <li>• Landscape Designer;</li> <li>• Interior Designer / Interior Decorator;</li> <li>• Consultant fees (for example, permit consultants, heritage building expert, hazardous material consultant);</li> <li>• Incremental third-party project management;</li> <li>• Project Management Costs:             <ul style="list-style-type: none"> <li>○ staff compensation related to documentation and drawings;</li> <li>○ security and safety staff;</li> <li>○ direct payment to subcontractors or general contractors.</li> </ul> </li> </ul>
<p><b>Marketing and Promotional Costs</b></p>	<ul style="list-style-type: none"> <li>• Marketing and promotional costs of the SDF Capital Stream project (e.g. material costs associated with the signage or plaque required for the SDF Capital Stream) and labour costs associated with the installation of Project Signage.</li> </ul>
<p><b>Duty to Consult Engagement</b></p>	<ul style="list-style-type: none"> <li>• The reasonable and pre-approved costs of engagement with Indigenous communities, as identified by the Province and required as part of the Crown's Duty to Consult and, where appropriate, the costs of pre-approved accommodation measures. Costs will not be reimbursed where engagement has taken place prior to project approval. Reimbursement of up to 49% of approved Eligible Costs will be in accordance with the terms and conditions of the Agreement.</li> </ul>
<p><b>Administrative Costs</b></p>	<ul style="list-style-type: none"> <li>• Salaries/benefits of the Executive Director, information technology (IT),</li> </ul>

<p><i>Also understood as Recipient’s overhead and operating costs. Administrative costs should be attributed to the Project on a basis that is proportional with the respective size of the organization and the size and/or effort of the Project</i></p>	<p>and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project;</p> <ul style="list-style-type: none"> <li>• Accounting fees;</li> <li>• Bank fees, postage and courier fees; basic telephone fees and monthly internet fees;</li> <li>• Contracting (if not contracted specifically to support the Project), bookkeeping, janitorial services, Information Technology (IT) used indirectly in Project delivery, equipment maintenance services, security, translator, training fees, consultant fees, printing contracts fees;</li> <li>• Indirect/support equipment repair and maintenance (includes photocopy meter charges);</li> <li>• IT maintenance; and</li> <li>• Lease or finance/interest costs attributed to administrative functions.</li> </ul>
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- (b) The costs and expenses set forth in the category of “Administrative Costs” shall not exceed 5% of the sum of costs and expenses in all other categories of Eligible Costs, not including “Administrative Costs”, submitted by the Recipient for funding in connection with the SDF Contribution. For greater certainty, the “Administrative Costs” shall not exceed 5% of the sum of all Eligible Costs submitted in the categories of “Hard Construction Costs”, “Infrastructure, Permit and Development Charges and Fees”, “Design Drawings and Planning”, “Professional Fees”, “Marketing and Promotional Costs”, and “Duty to Consult Engagement”.

## 1.2 Sample

Amount submitted for Eligible Costs for “Hard Construction Costs”	\$200,000
Amount submitted for Eligible Costs for “Infrastructure, Permit and Development Charges and Fees”	\$10,000
Amount submitted for Eligible Costs for “Design Drawings and Planning”	\$25,000
Amount submitted for Eligible Costs for “Professional Fees”	\$10,000
Amount submitted for Eligible Costs for “Marketing and Promotional Costs”	+ <u>\$5,000</u>
Sum of Eligible Costs in all other categories, not including “Administrative Costs”	\$250,000
Maximum amount of “Administrative Costs” (5% of above)	<u>\$12,500</u>

## 1.3 Ineligible Costs

- (a) The following costs and expenses are ineligible for the purposes of the SDF Contribution:
- (i) costs and expenses in respect of delivering skills development activities/services and training related activities and services;
  - (ii) costs and expenses incurred following the Recipient’s submission of an Eligible Costs Certification Report (except for Eligible Costs reflected on an updated Eligible Costs Certification Report delivered in accordance with Section 8.4(e));
  - (iii) all costs and expenses associated with land acquisition;
  - (iv) building acquisition costs, building leasing costs (including leasing costs under Project Asset Lease Agreements) and mortgage costs and expenses;
  - (v) financial obligations of the Recipient (other than Eligible Costs) including legal fees, costs and expenses with respect to mortgages, loans or other loan payments (including all costs and expenses associated with obtaining and maintaining the Letter of Credit) and any debt reduction costs;
  - (vi) any goods purchased for resale;

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- (vii) professional development expenses for Recipient management and administrative staff;
  - (viii) equipment acquisition and operating costs: acquisition, maintenance and support of equipment, whether used to deliver the Project or not;
  - (ix) if applicable, all operational costs related to the existing Skills Development Fund (Phase 3) Program;
  - (x) all labour costs and expenses that are paid to an Affiliate of the Recipient or to the Recipient's own personnel unless such costs and expenses are accompanied by an auditor report as provided for in Section 8.4(c);
  - (xi) all own-force labour costs and expenses other than those expressly set out in Section 1.1 of this Schedule F;
  - (xii) all maintenance costs associated with Project Signage and Project Plaque, including those activities set out in Section 13.2(b) and 13.3(c);
  - (xiii) all costs and expenses incurred by the Recipient in connection with marketing and promotional costs that are not approved by the Province in accordance with Section 13.1;
  - (xiv) all costs and expenses incurred by the Recipient in connection with a terminated or cancelled Project;
  - (xv) unreasonable meal, hospitality or incidental costs or expenses of any Person as determined by the Province in its sole discretion;
  - (xvi) costs and expenses outside of the approved scope of the Project;
  - (xvii) costs of furnishing and non-fixed assets which are not essential for the operation of a Project Asset and all costs associated with moveable assets or rolling stock;
  - (xviii) costs and expenses related to contracts that are not procured through an open and competitive procurement process, or in a manner otherwise acceptable to the Province;
  - (xix) costs and expenses incurred following the end date of the SDF Capital Stream;
  - (xx) any expenses that are not permitted and/or are inconsistent with the terms and conditions of the Agreement and any other applicable directive, policies, or guidelines of the Province of Ontario; and
  - (xxi) any costs and expenses incurred prior to the Provincial Approval Date set out in Schedule B.

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**1.4 Tax Rebates**

- (a) The Recipient will report all program expenditures net of any tax rebates or input tax credits.

**1.5 Sample**

Amount Recipient spent on applicable Eligible Costs		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$2.60</u>	
Amount reported as applicable Eligible Cost		<b>\$102.60</b>

**SCHEDULE G**

**EARLY DISPOSITION ADJUSTMENT AMOUNT**

<b>Timing of an Occurrence of an Early Disposition</b>	<b>Calculation of Early Disposition Adjustment Amount</b>
Year 1 of the Intended Use Period	The Early Disposition Adjustment Amount payable shall be an amount equal to 25% of all SDF Contribution amounts received by the Recipient as of the date of the Early Disposition.
Year 2 of the Intended Use Period	The Early Disposition Adjustment Amount payable shall be an amount equal to 20% of all SDF Contribution amounts received by the Recipient as of the date of the Early Disposition.
Year 3 of the Intended Use Period	The Early Disposition Adjustment Amount payable shall be an amount equal to 15% of all SDF Contribution amounts received by the Recipient as of the date of the Early Disposition.
Year 4 of the Intended Use Period	The Early Disposition Adjustment Amount payable shall be an amount equal to 10% of all SDF Contribution amounts received by the Recipient as of the date of the Early Disposition.
Year 5 of the Intended Use Period	The Early Disposition Adjustment Amount payable shall be an amount equal to 5% of all SDF Contribution amounts received by the Recipient as of the date of the Early Disposition.

1398-5707-3423.4



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**Subject: Grant Application for Flood Plain Mapping**

**Department: Infrastructure Services**

**Division: Transportation and Development**

**Report #: INS-2024-051**

**Meeting Date: 2024-11-04**

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**Recommendations**

**That report INS-2024-051, Grant Application for Flood Plain Mapping, be received; and**

**That Council authorize the reallocation of \$75,000 of approved budget from Capital Project No. 11819.0000, Holistic Condition Survey, to commit to the required funding to partner with Credit Valley Conservation Authority for Provincial Grant funding under the Flood Hazard Identification and Mapping Program (FHIMP).**

**Overview**

The Town of Orangeville has received numerous queries and complaints as it relates to flooding along the Mill Creek and Monora Creek corridors. This report requests that Council allow Staff to reallocate budget from a current Capital Project that is underspent and asks that some of those funds be diverted to this grant opportunity.

**Background**

There are two significant creeks that run through Orangeville. One is the Mill creek south of Broadway and the other the Monora Creek (along with its many branches), north of Broadway. There has been some substantial flooding where the flowing water in these creeks overtops its banks and creates flooding on Sherbourne Street, Dawson Road, First Street and Hansen Boulevard, among other places. This flooding has caused damage to municipal infrastructure, structures and private property.

The Credit Valley Conservation Authority (CVC) has identified a potential grant opportunity currently being offered by senior levels of government that would assist both the Municipality and CVC with updating its current Flood Plain Mapping. This tool would assist both parties with identifying current and future hazards along the watersheds and



provide a good planning tool that could be used by Infrastructure Staff to recommend policy and future maintenance and capital projects for Council's consideration.

### **Analysis/Current Situation**

The purpose of this report is to recommend to Council that Staff be directed to reallocate budget savings from a current Capital Project Holistic Condition Survey, also referred to as the Storm Water Management Pond Assessment Project ("SWMPAP"). This project is being undertaken to assess the conditions of the current municipal ponds to inform future investment requirements for future rehabilitation and stormwater management controls that will be brought forward in a future budget process.

As part of the 2024 Capital Budget, \$300,000 was allocated to complete the SWMPAP. The Town's call for proposals on the open market yielded a number of good, competitive submission resulting in savings to the Municipality and staff are confident that \$75,000 can be reallocated from this project.

The FHIMP funding programing currently be offered by senior levels of government would offer local conservation authorities up 50% of the cost of the flood plain mapping project. The cost to complete the project is estimated to be \$200,000. If the CVC and Town are successful in securing the funding, cost sharing for the project would be as follows:

- Total cost - \$200,000 (estimated);
- Town's contribution - \$75,000;
- CVC contribution - \$25,000;
- Grant contribution - \$100,000.

If the recommendations of this report are approved by Council, the Town's contribution would be taken from the 2024 Capital project noted above. As such no additional funding would be required as the remaining funding from the already approved capital project would be used to complete this initiative.

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### **Corporate Implications**

If Council approves this reallocation and if the CVC and the Town are successful in securing the funding from senior levels of government, the Town's contribution of \$75,000 would be anticipated savings in capital project number 11819.0000, Holistic Condition Survey or Stormwater Management Pond Assessment Project (SWMPAP).

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## Conclusion

Given that the existing creeks that run through the Town of Orangeville have overtopped their banks and caused significant flooding on roads and private property, updating flood plain mapping to better understand the current situation and potential future impacts to infrastructure and private properties is a reasonable and effective tool to develop and update. It is anticipated that the new mapping will assist staff with being proactive in developing strategies and policy to help mitigate flooding and damage to property in the future.

Should Council approve the recommendations of this report, Staff will reach out to CVC to endorse the grant application for submission to the province. If the grant is approved, Staff would work closely with CVC to establish terms of reference to solicit proposals from consultants.

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## Strategic Plan

Strategic Goal: Future-Readiness

Objective: Sustainability

### Sustainable Neighbourhood Action Plan

Theme: Secure the financial viability of the municipality

Strategy: Prepare for a changing climate

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## Notice Provisions

Not Applicable

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Respectfully submitted,

Tim Kocialek, P. Eng., PMP  
General Manager Infrastructure Services

Prepared by:

Tony Dulisse, CET  
Manager Transportation & Development

**Attachment(s):** None



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**Subject:           Town of Orangeville & Dufferin County Winter  
Maintenance Agreement 2024 to 2029**

**Department:       Infrastructure Services**

**Division:           Transportation and Development**

**Report #:           INS-2024-052**

**Meeting Date:     2024-11-04**

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**Recommendations**

**That report INS-2024-052, Town of Orangeville & Dufferin County Winter  
Maintenance Agreement 2024 to 2029; and**

**That Council pass a bylaw to enter into an agreement with Dufferin County for  
winter maintenance of the roads described and identified in this report.**

**Overview**

The Town of Orangeville and Dufferin County have partnered for winter maintenance operations of Riddell Road & Dufferin County 23 since the mid 2010's.

The last agreement with the County was entered into in 2019 and recently expired earlier this year (April 2024).

**Background**

Continuing the maintenance agreement is good for both municipalities in that the County has equipment suited for ploughing and maintaining larger, wider more voluminous roads such as Riddell and County Road 109, whereas the Town's equipment is more suited to plough and provide winter maintenance on roads such as County Road 23 (B-Line and Townline).

Under the previous agreement and included in this agreement, Dufferin County would continue to perform winter maintenance on Riddell Road from Dufferin Road 23 to Dufferin Road 16 for Orangeville, and Orangeville continue to maintain Dufferin Road 23 from Peel Road 136 to Dufferin Road 3 for Dufferin County.

Based on the terms of this agreement, Dufferin County would pay Orangeville approximately \$6,100 per year due to slightly more centre line length requiring winter maintenance on County Road 23 than there is on Riddell Road.

### **Analysis/Current Situation**

The purpose of this report is to recommend that the winter maintenance partnership with the County of Dufferin continue between October 2024 and April 2029. The proposed agreement is worded in such a way that either party may terminate the agreement with notice to the other party should circumstances warrant.

There has been some previous discussion between the Town and the County to complete an exchange of corridors or rights-of-ways whereby Riddell Road would become a county road in exchange for B-Line and parts of County Road 23. It is expected that these discussions will be renewed in 2025 once the County has completed their road network assessment.

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### **Corporate Implications**

This report will not generate direct financial implications for the Town. Based on the terms of the proposed agreement, the Town would be compensated by a net payment of approximately \$6,100 from the County each winter season for the services performed by the Town's winter maintenance equipment and Staff.

### **Conclusion**

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### **Strategic Alignment**

#### **Strategic Plan**

Strategic Goal: Community Vitality

Objective: Sustainability – Vibrancy & Well-being

#### **Sustainable Neighbourhood Action Plan**

Theme: Transportation System

Strategy: Promote more sustainable and efficient transportation and maintenance options

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**Notice Provisions: None**

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Respectfully submitted,

Tim Kocialek, P. Eng. PMP  
General Manager Infrastructure Services

Prepared by:

Tony Dulisse, CET  
Manager Transportation & Development

**Attachment(s):** 1. Proposed Agreement

**Winter Maintenance Agreement  
2024 to 2029**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF DUFFERIN**

Herein after referred to as "Dufferin County"

- and -

**THE CORPORATION OF THE TOWN OF ORANGEVILLE**

Herein after referred to as "Orangeville"

**WHEREAS** Dufferin County has jurisdiction over Dufferin Road 23, which is located within Dufferin County;

**WHEREAS** Orangeville has jurisdiction over Riddell Road, which is located within the Town of Orangeville;

**AND WHEREAS** Orangeville and Dufferin County wish to enter into an Agreement to allow an exchange of winter maintenance activities and obligations on the aforementioned roads;

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT,** in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

**1. Definitions**

- 1.1. "Agreement" means this Agreement and all of its appending schedules.
- 1.2. "Winter Maintenance Season" means the continuous period of time between the 1st day of October and the 30th day of April.

**2. Term and Termination**

- 2.1 This Agreement shall be effective on the date that it is signed by both parties and shall continue until April 30, 2029 (hereinafter, the "Term").
- 2.2 Notwithstanding 2.1., this Agreement may be terminated by either party during the period of May 1 to August 31 in any year in which this Agreement is current, upon thirty (30) days written notice.

**3. Roads Subject to this Agreement**

	<b>Road Name</b>	<b>Location Description</b>
a.	Riddell Road	From Dufferin Road 23 to Dufferin 16 *See Attached Map in Schedule "A"
b.	Dufferin Road 23	From Region of Peel Road 136 to Dufferin Road 3 *See attached Map in Schedule "B"

**4. Obligations of Dufferin County**

**4.1 With respect to the road identified within this Agreement as 3. a.:**

- a. Dufferin County shall be responsible for all removal of snow from the traveled portion of the road and shoulders, as required.
- b. Dufferin County shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road

conditions of the road, during each Winter Maintenance Season throughout the Term of the Agreement.

- c. Dufferin County shall attend to snow, freezing rain or icy conditions that occur outside of the Winter Maintenance Season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided shall meet the minimum standards set forth in regulations made by the Minister of Transportation pursuant to section 44(4) of the *Municipal Act, 2001* (the "Minimum Maintenance Standards for Municipal Highways") where such standards apply and in the event that there is no applicable Minimum Maintenance Standard it shall meet the standard of what is reasonable in the circumstances.
- d. Dufferin County shall notify Orangeville of any maintenance requirements not covered by this Agreement including, but not limited to, drainage maintenance, road surface maintenance, debris, and removal of built-up snow from intersecting roads as soon as reasonably possible.

## **5. Obligations of Orangeville**

### **5.1 With respect to the road identified within this Agreement as 3. b:**

- a. Orangeville shall be responsible for all removal of snow from the traveled portion of the road and shoulders, as required.
- b. Orangeville shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the road, during each Winter Maintenance Season throughout the Term of the Agreement.
- c. Orangeville shall attend to snow, freezing rain or icy conditions that occur outside of the Winter Maintenance Season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided shall meet the minimum standards set forth in regulations made by the Minister of Transportation pursuant to section 44(4) of the *Municipal Act, 2001* (the "Minimum Maintenance Standards for Municipal Highways") where such standards apply and in the event that there is no applicable Minimum Maintenance Standard it shall meet the standard of what is reasonable in the circumstances.
- d. Orangeville shall notify Dufferin County of any maintenance requirements not covered by this Agreement including, but not limited to, drainage maintenance, road surface maintenance, debris, and removal of built-up snow from intersecting roads as soon as reasonably possible.

## **6. Reimbursement**

- 6.1 Dufferin County will reimburse Orangeville a sum of \$6,100.00 based on 2 kilometers of road (Townline: between Region of Peel Road 136 and B-Line). Orangeville will invoice Dufferin County for this work by March 31 with payment due by April 30.
- 6.2 For each of the remaining years within the Term of this Agreement, no later than March 31, Orangeville shall invoice Dufferin County for the lump sum amount invoiced the previous year plus a 2% increase. Dufferin County shall pay each annual invoice within 30 days of receipt.

## **7. Indemnification**

- 7.1 Dufferin County agrees to defend, indemnify and save and hold harmless Orangeville from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance of the roads referred to in this Agreement as being the responsibility of Dufferin County to maintain or in respect of any other obligation(s) imposed on Dufferin County under the

terms of this Agreement..

7.2 Orangeville agrees to defend, indemnify and save and hold harmless Dufferin County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance of the roads referred to in this Agreement as being the responsibility of Orangeville to maintain, or in respect of any other obligation(s) imposed on Orangeville under the terms of this Agreement.

## **8. Insurance**

8.1 Each party shall, at its own expense, obtain and keep in force during the Term of this Agreement, Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000) satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- i. inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
- ii. cross liability and severability of Interest clauses;
- iii. non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including SEF 96 (contractual liability);
- iv. Products and completed operations coverage with a limit of not less than Fifteen Million Dollars (\$15,000,000);
- v. A thirty-day written notice of cancellation, termination or material change.

8.2 Each party shall at its own expense, obtain and keep in force during the Term of this Agreement, Automobile Liability insurance for an amount not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

8.3 Each party shall provide the other party with proof of insurance, each year, in the form of certificate of insurance.

8.4 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the road(s) which are subject to this Agreement.

## **9. Force Majeure**

9.1 Neither Orangeville nor Dufferin County shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of Orangeville or Dufferin County.

9.2 Orangeville and Dufferin County agree that in the event of a disaster or FORCE MAJEURE the parties will co-operate, and each party will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

## **10. Governing Law**

10.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.



## **11. Severability**

11.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

## **12. Entire Agreement**

12.1 This Agreement constitutes the entire agreement between the parties with respect to the winter maintenance for the subject roads and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to winter maintenance for the subject roads except as provided in this Agreement, and the attached Schedules.

## **13. Waiver and Amendment**

13.1 Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

## **14. Successors and Assigns**

14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

## **15. Notice**

15.1 Any notice required to be given by Orangeville to Dufferin County shall be in writing and shall be sufficiently delivered if given to the County Clerk by personal delivery or prepaid post, c/o the County Clerk, to:

County of Dufferin  
30 Centre Street  
Orangeville, ON L9W 2X1

15.2 Any notice required to be given by Dufferin County to Orangeville shall be in writing and shall be sufficiently delivered if given to the Director of Public Works by personal delivery or prepaid post, c/o the Director of Public Works, to:

Town of Orangeville  
87 Broadway Ave.  
Orangeville, ON L9W 1K1

15.3 Notice delivered by mail shall be deemed to have been received on the fifth (5th) business day following the date of such mailing.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year set out above:

THE CORPORATION OF THE COUNTY OF DUFFERIN:

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WARDEN, COUNTY OF DUFFERIN

---

CLERK, COUNTY OF DUFFERIN

We have the authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF ORANGEVILLE:

---

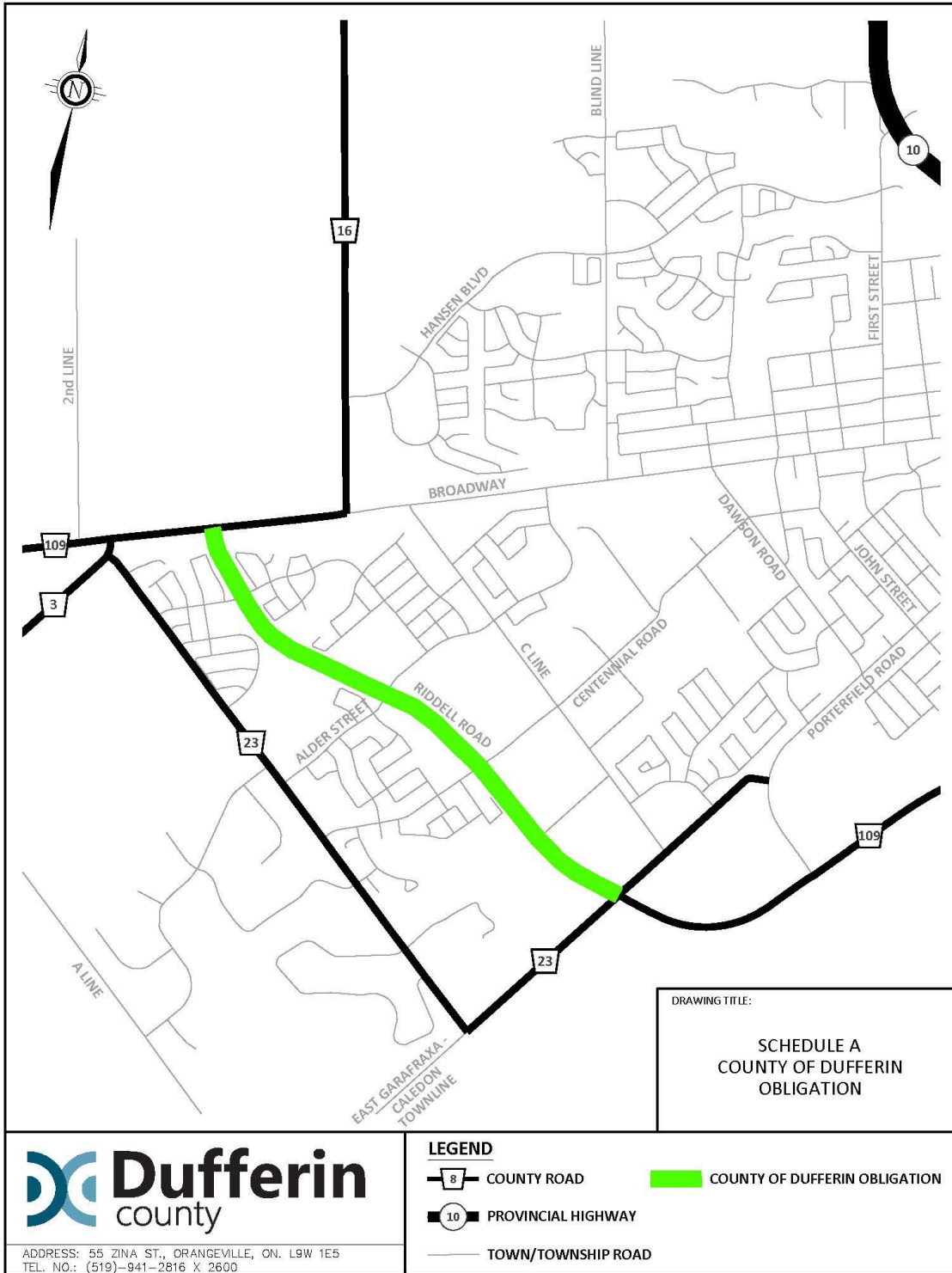
MAYOR, TOWN OF ORANGEVILLE

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CLERK, TOWN OF ORANGEVILLE

We have the authority to bind the Corporation.

SCHEDULE "A"  
Riddell Road Map



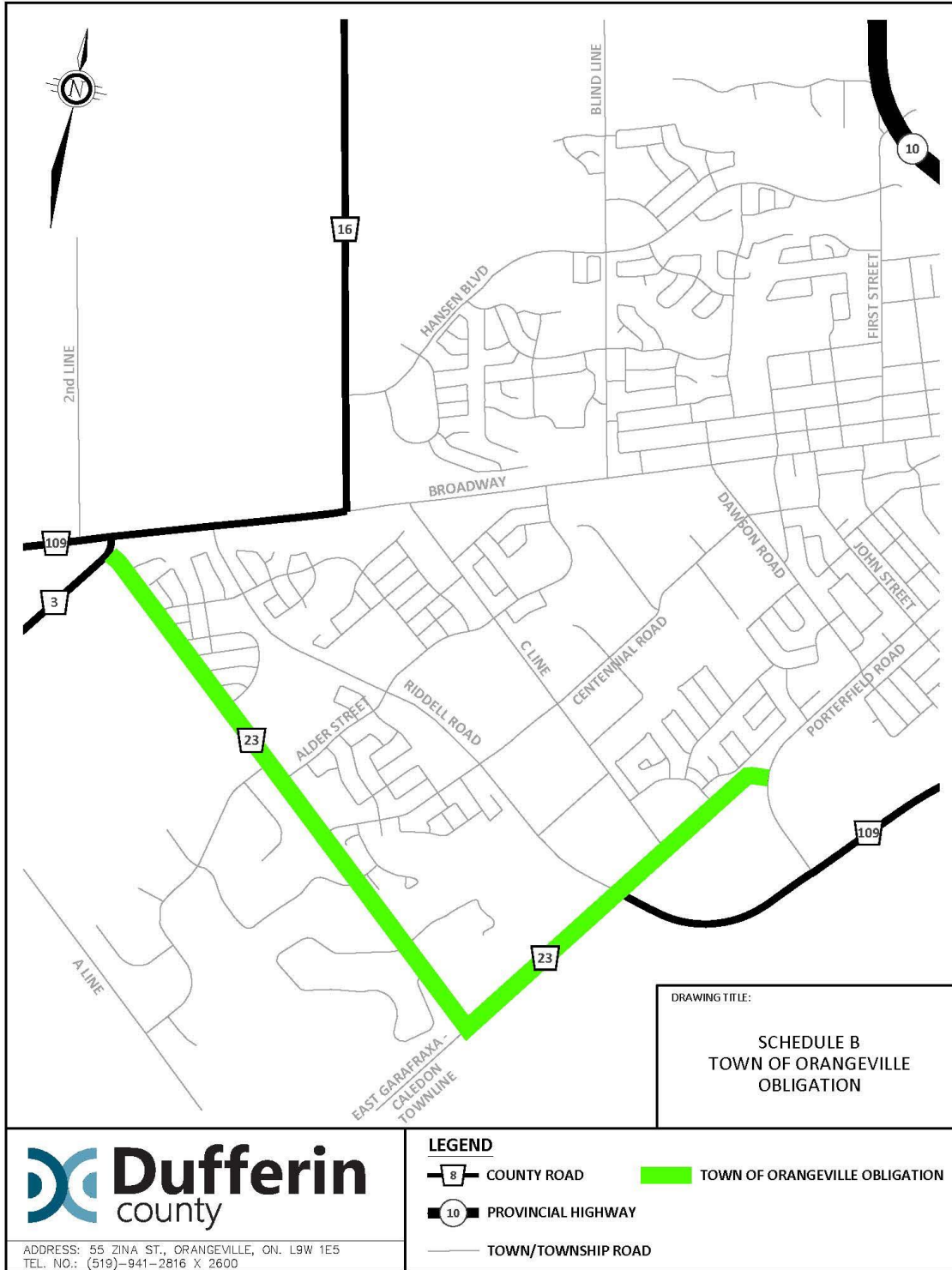
DRAWING TITLE:  
  
SCHEDULE A  
COUNTY OF DUFFERIN  
OBLIGATION



ADDRESS: 55 ZINA ST., ORANGEVILLE, ON. L9W 1E5  
TEL. NO.: (519)-941-2816 X 2600

LEGEND	
	COUNTY ROAD
	PROVINCIAL HIGHWAY
	TOWN/TOWNSHIP ROAD
	COUNTY OF DUFFERIN OBLIGATION

SCHEDULE "B"  
Dufferin Road 23 Map



DRAWING TITLE:  
SCHEDULE B  
TOWN OF ORANGEVILLE  
OBLIGATION



ADDRESS: 55 ZINA ST., ORANGEVILLE, ON. L9W 1E5  
TEL. NO.: (519)-941-2816 X 2600

**LEGEND**

-  COUNTY ROAD
-  PROVINCIAL HIGHWAY
-  TOWN/TOWNSHIP ROAD
-  TOWN OF ORANGEVILLE OBLIGATION

---

**NOTICE OF DECISION**  
**With respect to an Official Plan Amendment**  
**Subsection 17(34) and 26 of the *Planning Act***

---

A decision was made on the date noted above to approve, with five (5) modifications, Official Plan Amendment 2 to the County of Dufferin Official Plan as adopted by By-law 2023-25.

**Purpose and Effect of the Official Plan Amendment**

Official Plan Amendment 2 proposes to implement the population and employment forecasts set out in Schedule 3 of A Place to Grow: Growth Plan for the Greater Golden Horseshoe to the year 2051. Official Plan Amendment No. 2 also sets intensification targets and allocates land for residential, commercial and employment needs of the County's lower tier municipalities in keeping with the County's Land Needs Assessment.

The five (5) modifications to Official Plan Amendment 2 have been made by the Minister to address provincial policy direction related to growth management. Official Plan Amendment 2 applies to all lands within the County of Dufferin.

**Decision Final**

Pursuant to subsections 17(36.5) and (38.1) of the *Planning Act*, this decision is final and not subject to appeal. Accordingly, Official Plan Amendment 2 for Dufferin County came into effect on October 10, 2024.

**Other Related Applications**

None.

**Getting Additional Information**

Additional information is available on the County of Dufferin website:  
<https://joinindufferin.com/dufferin-county-municipal-comprehensive-review> or by contacting the Ministry of Municipal Affairs and Housing:

Ministry of Municipal Affairs and Housing  
Municipal Services Office – West  
659 Exeter Road, 2nd Floor  
London ON N6E 1L3  
519-873-4020

# DECISION

**With respect to Official Plan Amendment 2  
for the County of Dufferin  
Subsection 17(34) and Section 26 of the *Planning Act***

I hereby approve, as modified, Official Plan Amendment 2 to the County of Dufferin Official Plan as adopted by By-law 2023-25, subject to the following modifications, with additions in **bold underline** and deletions in **~~bold strikethrough~~**:

- Section 3.2, subsection 3.2.1, the first paragraph is modified so that it reads:

The County’s population and employment growth forecasts guide planning decisions over the planning horizon. In accordance with the Growth Plan for the Greater Golden Horseshoe, the County and local municipalities should plan to accommodate a population of ~~400,600~~ **100,700** residents and 49,000 jobs to 2051.

- Section 3.2, subsection 3.2.1, the county’s population and employment projection table is modified so that it reads:

County Population Distribution

Distribution of Population and Employment for the <del>Greater Golden Horseshoe County of Dufferin</del> to 2051		
	Population	Employment
	2051	2051
County of Dufferin	<del>400,600</del> <b><u>100,700</u></b>	40,900

- Section 3.2, subsection 3.2.2, Table 3.2a is modified so that it reads:

Population by Municipality (2021 estimate and forecasted allocations to 2051)

Municipality	Population (Nearest 100)		
	2021 Estimate	2051 Allocated	2021-2051 Growth
Amaranth	4,500	8,300	3,800
East Garafraxa	2,900	3,900	1,000
Grand Valley	4,000	16,500	12,500
Melancthon	3,200	4,300	1,100
Mono	9,700	<del>9,600</del> <b><u>9,700</u></b>	<del>-100</del> <b><u>0.00</u></b>
Mulmur	3,700	4,500	800
Orangeville	31,000	38,500	7,400
Shelburne	9,400	15,100	5,700

- Section 3.2, subsection 3.2.2, policy 3.2.2e is modified so that it reads:

To help achieve an appropriate mix of land uses, contributing to complete communities and employment needs, local municipalities **should shall** plan to accommodate Commercial, Institutional or Mixed-Use land uses equivalent to the land areas provided in the table below by 2051.

5. Section 3.4, subsection 3.4.3, paragraph b) is modified so that it reads:

- b) Local municipalities will develop and implement official plan policies, including phasing policies and other strategies for designated greenfield areas to achieve the density targets. To meet the minimum Designated Greenfield Density targets, the Towns of Grand Valley, Orangeville and Shelburne **should shall** plan to accommodate the following numbers of people and jobs within their greenfield areas by 2051:
- i. Grand Valley – At least 5,600 people and jobs to achieve a density target of 32 people and jobs per hectare.
  - ii. Orangeville – Approximately 7,038 people and jobs to achieve a density target of 46 people and jobs per hectare.
  - iii. Shelburne – Approximately 3,608 people and jobs to achieve a density target of 41 people and jobs per hectare.

Dated at Toronto this 9<sup>th</sup> day of OCTOBER, 2024

  
Sean Fraser, Assistant Deputy Minister  
Municipal Services Division  
Ministry of Municipal Affairs and Housing

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**NOTICE OF DECISION**  
**With respect to an Official Plan Amendment**  
**Subsection 17(34) and 26 of the *Planning Act***

---

A decision was made on the date noted above to approve, with two (2) modifications, Official Plan Amendment 3 to the County of Dufferin Official Plan as adopted by By-law 2023-43.

**Purpose and Effect of the Official Plan Amendment**

Official Plan Amendment 3 updates the County of Dufferin settlement area, land use, and natural heritage schedules to conform with provincial plans and policies, as well as accommodate anticipated growth to 2051. Amendments to the text of the Official Plan are also included to ensure policies related to prime agricultural lands and the Natural Heritage System reflect the updated schedules.

The two modifications to Official Plan Amendment 3 have been made by the Minister to ensure that terminology used in the official plan schedules align with the meaning of the corresponding terminology in the Provincial Policy Statement (PPS). Official Plan Amendment 3 applies to all lands within the County of Dufferin.

**Decision Final**

Pursuant to subsections 17(36.5) and (38.1) of the *Planning Act*, this decision is final and not subject to appeal. Accordingly, Official Plan Amendment 3 for Dufferin County came into effect on October 10, 2024.

**Other Related Applications**

None.

**Getting Additional Information**

Additional information is available on the County of Dufferin website:  
<https://joinindufferin.com/dufferin-county-municipal-comprehensive-review> or by contacting the Ministry of Municipal Affairs and Housing:

Ministry of Municipal Affairs and Housing  
Municipal Services Office – West  
659 Exeter Road, 2nd Floor  
London ON N6E 1L3  
519-873-4020



# DECISION

**With respect to Official Plan Amendment 3  
to the Official Plan for the County of Dufferin  
Subsection 17(34) and Section 26 of the Planning Act**

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I hereby approve, as modified, all of Official Plan Amendment 3 to the County of Dufferin Official Plan as adopted by By-law 2023-43, subject to the following modifications, with additions in **bold underline** and deletions in **~~bold strikethrough~~**:

1. The legend in Schedule C is modified so that it reads:  
Rural **Area Lands**
2. The legend in Schedule E1 is modified so that it reads:  
County **~~Preliminary~~** Natural Heritage System (s. 5.2)

Dated at Toronto this 9<sup>th</sup> day of OCTOBER, 2024

  
Sean Fraser, Assistant Deputy Minister  
Municipal Services Division  
Ministry of Municipal Affairs and Housing

October 26th., 2024.

Mayor Lisa Post  
Town of Orangeville  
87 Broadway  
Orangeville, Ontario  
L9W 1K1

Dear Mayor Post;

The Optimist Club of Orangeville would like to invite the Orangeville community to celebrate in the 32nd. annual Christmas in the Park event hosted by the Orangeville Optimists.

In preparation for the event, and for its duration, we would like to request that Kay Cee Gardens be closed to normal park activity from Friday, November 22, 2024 to and including Monday, January 6th., 2025. This will allow us time to set up the park with lights and displays and give us provision time for the post-event teardown. Also Council's permission for the use of the community trailer for the month of December 2024.

Our opening night ceremony will take place on Sunday, December 1st., 2024 @ 6:30 p.m. As per tradition, all council members are invited to participate in the opening ceremony that night, and we look forward to your presence.

The event will operate nightly for the remainder of December from 5:30 pm to 10:00 p.m.

Our Optimist Club liability insurance will be in effect during this period and prior, naming the Town as the additional insured party.

Please find attached a PDF of the Certificate.

The completed application for the special event was sent in on October 24th., 2024 for review.

Kind Regards,



Adrian J. Maes  
Optimist Club of Orangeville



**Optimist International Canada – Insurance Program**

**Request for Insurance certificate**

**☒ Name of Club (including number)**

Name of Club: Optimist Club of Orangeville (47-149)

Member requesting certificate: Adrian J. Maes (0033)

Mailing address: Westmorland Ave., Orangeville, Ontario L9W 3B6

Fax : ( ) -

**\*Obligatory**

Name of event : Christmas In The Park (CITP)

With regards to this event, does your Club act as:

→ Sponsor :  Yes  No

→ Participant :  Yes  No

→ Organizer :  Yes  No

Location of the event :  Cee Gardens Park between Bythia Street and John Street

Date of the event : October 10th., 2024 to January 6th, 2025

**☒ Party requesting proof of Liability coverage :**

Name of Party : The Corporation of the Town of Orangeville

Contact: David Smith, Chief Administrative Officer

Mailing address: 87 Broadway, Orangeville, Ontario L9W 1K1

Fax : ( ) -

E-mail \*: dsmith@orangville.ca

**\*Obligatory**

**☒ Is the Party requesting to be named as an Additional Insured ?**

Yes  No

Does the event involve:

1) Events with use of boats, aircrafts or vehicles:

Yes  No

2) Lease, use or ownership of fireworks :

Yes  No



**Minutes of the Official Plan Steering Committee**

**April 2, 2024, 12:00 p.m.**

**Electronic and In-Person Participation - Official Plan Steering Committee  
The Corporation of the Town of Orangeville  
(Chair and Secretary at Town Hall - 87 Broadway)  
Orangeville, Ontario**

Members Present: Mayor Post  
Deputy Mayor Taylor  
L. Addy  
A. Harris  
J. Jackson  
S. Koroscil  
J. Patterson  
A. Vandervoort  
A. Waugh

Members Absent: P. Janssen  
G. Peters

Staff Present: B. Ward, Manager, Planning

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**1. Call to Order**

The meeting was called to order at 12:02 p.m.

**2. Introductions**

Each Committee member provided a brief introduction.

**3. Appointment of Chair and Vice Chair**

Moved by J. Jackson

That the committee elect Deputy Todd Taylor as Chair.

**Carried Unanimously**

Moved by Deputy Mayor Taylor

That the Committee elect James Jackson as Vice Chair.

**Carried Unanimously**

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

None.

**5. Land Acknowledgment**

The Chair acknowledged the treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. The Chair also recognized that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

**6. Adoption of Minutes of Previous Meeting**

**7. Presentations**

**7.1 Brandon Ward, Manager, Planning — Official Plan Steering Committee Review**

Brandon Ward, Manager of Planning provided an overview of the major milestones accomplished with an updated work program for this OP term and what the next steps look ahead.

**8. Items for Discussion and Reports**

**8.1 Draft OPA 132: Pre-Consult and Complete Application Policies**

No questions or comments from the Committee.

**8.2 Draft OPA 133: Policies for Additional Dwelling Units**

Brandon Ward, Manager of Planning provided a brief overview of the proposed Additional Dwelling Unit (ADU) Official Plan Amendment and to align with Provincial legislature.

There was discussion amongst Committee members regarding converted dwellings, along with clarification and discussion around the proposed policy, specifically the conversion process for older and larger dwellings and multiple dwelling units. The topic of parking requirements was also raised in which the Committee discussed the possibility of eliminating parking minimums, however further discussed the difficulties of doing so within Orangeville as reliance on vehicles is substantial. The topic of Tiny Homes was also reviewed as an additional dwelling unit constructed on the rear yard, raising questions on the minimum size requirements and requested clarification on Term's definition.

It was advised, Staff to take back the drafted amendment to re-consider the process along with provide more clarity and specification.

**9. Correspondence**

None.

**10. Announcements**

None.

**11. Date of Next Meeting**

The next meeting is scheduled for May 7th at 12 p.m.

Moved by J. Jackson

That the Committee meet the first Tuesday of every month at 12:00 p.m. excluding July and August.

**Carried**

**12. Adjournment**

Meeting adjourned at 1:21 p.m.



## Minutes of a Community Improvement Committee Meeting

Tuesday May 21, 2024, 8:00 a.m.

Electronic and In-Person Participation - Community Improvement Plan  
Committee

The Corporation of the Town of Orangeville  
(Chair and Secretary at Town Hall - 87 Broadway)  
Orangeville, Ontario

Members Present: Chair: Gary S.  
Deputy Mayor T. Taylor  
W. Speirs  
M. Vinden  
J. Jackson  
G. Sarazin  
S. Koroscil

Staff Present: J. Malhi, Secretary  
K.Lemire, Manager, Economic Development & Culture  
M. Mair, Planner, Community and Development  
B. Ward, Manager, Planning

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### 1. Call to Order

The meeting was called to order at 8:04 a.m.

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

None.

### 3. Land Acknowledgement

Chair Gary Sarazin read the land acknowledgment

### 4. Adoption of Minutes of Previous Meeting

**Resolution: 2024-001**

Moved by G. Sarazin

That the minutes of the following meeting are approved:

#### 4.1 2023-12-19 Community Improvement Committee Minutes

**Carried**

### 5. Presentations

### 6. Items for Discussion and Reports

6.1 205 Broadway - Comprehensive Facade Improvement Program  
Application (File No. IPA-2024-02)

Todd Taylor, Deputy Mayor discussed his concerns with encouraging applicants to gain quotes with a variety of contractors. Staff advised the Committee that Applicants are required to provide a minimum of two quotes from separate contractors. Staff also, reaffirmed the total grant allowance for the year.

The Committee discussed the extent of the proposed work on the building and compared the Applicant's quote. Shawn Koroscil raised his concern of the scope of work in reflection with the proposed application. Mr. Koroscil also sought clarification from staff on next year's allotted budget.

Brandon Ward spoke to the approved budget of this year and informed members a Report to Council will be required to assess next year's budget.

**Resolution: 2024-002**

Moved by T. Taylor

That the Committee approve the grant application for 205 Broadway in the amount of \$5,000.00.

**Carried**

**6.2 236 First Street - Accessibility Improvement Grant Program Application (File No. IPA6-2024-01)**

**Resolution: 2024-003**

Moved by J. Jackson

That the Committee approve the accessibility improvement grant in the amount of \$945.00.

**Carried**

**6.3 24 Armstrong Street - Major Building Improvement and Conversion Grant Program & Accessibility Improvement Grant Program (File No. IPA3-2024-02)**

Matthew Mair spoke to the proposal in which the Applicant would be eligible for both grants, the accessibility improvement and major building improvement grant.

The Committee discussed and compared the quote prices for the HVAC unit and expressed their encouragement of the application.

Wade Speirs spoke to the sustainability component of the proposal and provided the age of the building, the improvement to convert the building would enhance efficiency and encourage other local businesses to do the same.

**Resolution: 2024-004**

Moved by S. Koroscil

That the Committee approve the grant application for 24 Armstrong Street in the total grant amount of \$35,000.00 for major building improvements and \$5,000.00 for accessibility improvements.

**Carried**

**6.4 35 Armstrong - Comprehensive Facade Improvement Program Application (File No. IPA1-2023-03)**

Matthew Mair reviewed the application with the Committee and emphasized the history of illegal dumping.

James Jackson expressed his concern regarding other accessibility concerns related to the restaurant, in which he stated his lack of support for the application.

The Committee discussed the possibility of taking away the ramp but ultimately decided including the ramp would be more helpful and work towards the business becoming more accessible.

Shawn Koroscil raised the concern whether garbage enclosure would become an issue if located on the municipally owned parking lot, in which Planning Staff assured Shawn and the Committee an easement on the lot would be registered and dealt through an encroachment agreement. The terms of the agreement would be layout the rules and regulations including any issues with liability.

Melissa Vinden questioned whether the flow of the lot would be impacted, in which staff assured the need for the garbage enclosure with little to no option of another location.

Wade Speirs revisited the topic of the accessible ramp and requested staff to review the source water management and the grading of the lot with the new curb cut to avoid future drainage issues.

**Resolution: 2024-005**

Moved by M. Vinden

That the Committee approve the grant application for 35 Armstrong Street in the amount of \$12,627.50 for facade improvements and \$5,000.00 for the accessible ramp improvement subject to curb/ramp provision.

**Carried**

**6.5 3 Zina Street - Major Building Improvement & Conversion Grant Program (File No. IPA3 - 2024 -03)**

Matthew Mair proposed that the Applicant undertake the work in phases, with the first phase being facade (outside construction) and the second or third phase being interior renovations, in order to accommodate a larger-scale development.

Gary Sarazin questioned whether the proposal was for individual HVAC systems for each unit in which the Development Planner confirmed the proposal was for heat pumps.

The Committee discussed the proposed quotes and the type of residential units proposed. Brandon Ward and Matthew Mair confirmed the Applicant's current zoning meets the criteria of the proposed development and the units will be rented out, not owned. If the Property Owner decides to convert to ownership a condominium application would have to be put forth and approvals would have to be gained.

Shawn Koroscil questioned whether another grant application can be applied for if the current application gets denied. The Development Planner verified the Applicant cannot apply for the same grant, regardless of the



decision made. However, the Applicant can apply for a different grant application under the Community Improvement Plan.

Todd Taylor and James Jackson stated their disapproval and lack of support.

Melissa Vinden expressed her support toward the proposal and the need for housing.

Katrina Lemire, Economic Development and Culture, Manager spoke further to the intent of the Community Improvement Plan and the goal of improving the community, specifically the Central Business District (CBD) regardless of Ownership through larger corporations over local business owners.

The Committee denied the application based on the vote being at a tie.

**Resolution: 2024-006**

Moved by S. Koroscil

That the Committee deny the application for 3 Zina Street based on the vote being at a tie.

Motion denied by Deputy Mayor, Todd Taylor, Gary Sarazin, and James Jackson.

**Tied**

**6.6 139 Broadway - Comprehensive Facade Improvement Program Application (File No. IPA1-2024-08)**

James J. questioned whether a Road Occupancy Permit (ROP) would be eligible to block off the section of Broadway in which Brandon W., Planning Manager reaffirmed the Committee a Road Occupancy Permit would be required for all work on the Boulevard that interferes with pedestrian flow and traffic.

Todd. T questioned whether the improvement would interfere with Blues & Jazz Festival to where Matthew Mair, Development & Community Planner informed the Committee the timelines have not been set to carry out the proposed work nor have required approvals.

Gary S. and the Committee encouraged the work be pushed towards the Fall to avoid patio season and summer activities. In response Shawn K. proposed it may be a good for the neighbouring business, 133 Broadway would like to complete their facade at the same time.

**Resolution: 2024-007**

Moved by G. Sarazin

That the Committee approve the Facade Improvement Application Grant in the total grant amount of \$15,000.00.

**Carried**

**7. Correspondence**

None.

**8. Announcements**

Gary Sarazin announced his resignation of Chair and nominated James Jackson as Chair.

**Resolution: 2024-008**

Moved by G. Sarazin

That James Jackson be elected as Chair and Gary Sarazin be elected as Vice-Chair.

**Carried**

**9. Date of Next Meeting**

The next meeting is scheduled for Tuesday June 18th, 2024 at 8:00 a.m.

**10. Adjournment**

**Resolution: 2024-009**

Moved by G. Sarazin

The meeting was adjourned at 9:46 p.m.

**Carried**



## Minutes of a Community Improvement Committee Meeting

Tuesday June 18, 2024, 8:00 a.m.

Electronic and In-Person Participation - Community Improvement Plan  
Committee

The Corporation of the Town of Orangeville  
(Chair and Secretary at Town Hall - 87 Broadway)  
Orangeville, Ontario

Members Present: Deputy Mayor T. Taylor  
J. Jackson  
G. Sarazin  
S. Koroscil

Regrets: W. Speirs  
M. Vinden

Staff Present: J. Malhi, Secretary  
K. Lemire, Manager, Economic Development and Culture  
M. Mair, Planner, Community and Development  
B. Ward, Manager, Planning

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### 1. Call to Order

The meeting was called to order at 8:03 a.m.

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

None.

### 3. Land Acknowledgement

The Chair James Jackson read the Land Acknowledgement.

### 4. Presentations

#### 4.1 Delegation - Applicant (10000678574 Ontario Inc.) c/o Alyssa Johnston - Presentation to Committee on Church Conversion Project at 3 Zina Street

Mason Wilmot provided a brief recap of the history and interest in the property. He presented his new proposal which included a rooftop patio at the rear lot and a hotel boutique along with a proposed music hall venue.

Alyssa Johnston, Associate at Land and Lake Custom Homes also they would like to restore and revive the original historical features, including the original staircase that came off First Street and architecture that was altered in the 70s.

Shawn Koroscil enquired as to the occupancy load of such a sizable entertainment establishment, where Mason addressed about a hundred individuals.

Additionally, he inquired about the accessibility of the stairs, to which Alyssa replied that it is not however it will not be the not primary entrance. Additionally, an elevator may be found by going through Zina Street's door.

Todd Taylor asked Planning staff where the the Applicant stands since the proposal presented is different than what was applied for and discussed in the previous committee meeting.

Matthew Mair clarified the proposal is not a complete application however, the intent for the presentation is for the Applicant to pitch his new idea to the Committee.

James Jackson provided his support and was especially keen on the accessibility feature along with the rest of the Committee. Todd Taylor provided his support but highlighted some of the hurdles with the site, including the lack of parking.

#### **4.2 Presentation - Town Planning Staff - Details on CIP Funding and Remaining Budget**

Matthew Mair presented a brief presentation on the CIP funding and remaining budget for the year.

### **5. Items for Discussion and Reports**

#### **5.1 CIP Grant and Summary Table**

#### **5.2 269 Broadway - Application for Comprehensive Facade Improvement Program - (File No. IPA1-2024-06)**

Todd Taylor declared his related interest to the Applicant however stated no direct pecuniary interest.

He also, recommended the grant is contingent upon the other work necessary for cleaning up the frontage of the main artery road.

Matthew Mair spoke to the CIP guidelines for landscaping is more catered towards Zone 2.

The Committee asked Planning staff to confirm the use of the property. Matthew Mair verified the property is currently used as residential but has the intent to change to commercial.

The Committee suggested to add verbiage to kindly request the applicant/property owner maintain their property instead of extending the grant application.

#### **Resolution: 2024-010**

Moved by T. Taylor

That the grant application be approved for the total grant amount of \$10,000.00 subject to the Property Owner maintaining the yard and the change to commercial is achieved.

**Carried**

#### **5.3 154 Broadway - Application for Comprehensive Facade Improvement Program - (File No. IPA1-2024-07)**

Todd Taylor confirmed with Katrina Lemire that the proposed application meets the Heritage along with the B.I.A. is suitable for what the space intends to be.

**Resolution: 2024-011**

Moved by S. Koroscil

That the Committee approve the application as staff recommended for the total grant amount for \$3,500.00.

**Carried**

**6. Correspondence**

**7. Announcements**

None.

**8. Date of Next Meeting**

The next meeting is scheduled for Tuesday September 17th, 2024 at 8:00 a.m.

**9. Adjournment**

**Resolution: 2024-012**

Moved by J. Jackson

The meeting was adjourned at 9:08 a.m.

**Carried**



## Minutes of Sustainable Orangeville

August 29, 2024, 6:00 p.m.

**Electronic and In-Person Participation - Sustainable Orangeville  
The Corporation of the Town of Orangeville  
(Chair and Secretary at Town Hall - 87 Broadway)  
Orangeville, Ontario**

Members Present: Councillor T. Prendergast, Chair  
G. Bryan  
J. Elchyshyn  
M. O'Connor  
J. Pickering  
M. Rowley  
M. Smith  
G. Spence  
W. Speirs  
A. Waugh  
E. Whitfield

Staff Present: L. Bradley, Executive Assistant, Community Services  
G. Brennan, Legislative Assistant, Corporate Services  
T. Dulisse, Manager, Transportation and Development,  
Infrastructure Services  
J. Lavecchia-Smith, Deputy Clerk, Corporate Services

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### 1. Call to Order

Councillor T. Prendergast, Chair, called the meeting to order at 6:00 p.m.

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

None.

### 3. Land Acknowledgment

Councillor T. Prendergast, Chair, acknowledged the treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. She also recognized that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

### 4. Adoption of Minutes of Previous Meeting

#### Recommendation: 2024-017

Moved by M. O'Connor

That the minutes of the following meeting are approved:

#### 4.1 2024-06-18 - Sustainable Orangeville - Minutes

## 5. Presentations

### 5.1 Sara MacRae, Manager, Climate & Energy, Steve Murphy, Manager of 911 and Preparedness, Dufferin County - Community Resilience Hub Project

Sara MacRae, Manager, Climate & Energy and Steve Murphy, Manager of 911 and Preparedness for Dufferin County, provided an overview of the County's Community Resilience Hub project. The Community Resilience Hub project is a new initiative representing a collaborative effort between Dufferin County's Emergency Preparedness and Climate & Energy Divisions. The main objectives of the Hub are to:

- Empower the community in facing diverse challenges,
- Create a welcoming and engaging environment for all residents,
- Provide shared emergency resources, and
- Facilitate networking opportunities among community members, organizations, and local authorities.

The Committee identified existing services offered within the Town of Orangeville, and suggested areas where additional services could be implemented. The Committee discussed issues with potential locations and access at night. The Committee provided details on upcoming community events for Ms. MacRae and Mr. Murphy to attend and solicit additional feedback on this project.

### 5.2 Jordyn Lavecchia-Smith, Deputy Clerk, Corporate Services, Town of Orangeville - Committee Governance Refresher

Jordyn Lavecchia-Smith, Deputy Clerk, Corporate Services, Town of Orangeville provided the Committee with a Committee Governance Refresher presentation. Mrs. Lavecchia-Smith discussed the various Boards, Committees, and Task Forces that advise Council on important matters. She shared details on the roles and responsibilities for Committee Members, the Chair, the Staff Liaison, and the Committee Secretary. She advised the Committee on the effectiveness of having an agenda, and how that contributes to the efficiency of a meeting. Mrs. Lavecchia-Smith clarified the decision-making process for when a motion is up for consideration, and the various outcomes when a motion is being voted on. Mrs. Lavecchia-Smith advised the Committee on next steps and plans for 2025. The Committee will consult with staff on the development of their 2025 Work Plan that will outline various projects and initiatives, including the necessary budgets to be allocated.

## 6. Items for Discussion and Reports

### 6.1 Sub-Committee Updates

#### 6.1.1 Baby Tree Program - Laura Bradley, Executive Assistant, Community Services

Laura Bradley, Executive Assistant, Community Services, shared details about the ongoing challenges surrounding the Baby Tree Program. She highlighted a decline in participation in the program

in recent years, which evoked the Community Services Department to review the program's overall impact.

**Recommendation: 2024-018**

Moved by M. Rowley

That the Baby Tree Program correspondence submitted by the Community Services Department be received; and

That Community Services staff report to Council recommending the dissolution of the Baby Tree Program.

**Carried**

**6.1.2 Urban Harvest**

Martina Rowley, Committee member, provided an update on the Urban Harvest program including that the potential fall Apple Festival event will not be taking place this year and that the 2024 harvest will soon begin. Ms. Rowley shared details on the quality and the quantity of the food, and the various ways the harvest will be used. Ms. Rowley discussed additional properties that will be harvested this fall, and the challenges the program will face with additional properties to harvest. The Committee discussed the various community organizations that could assist in harvesting the properties. Ms. Rowley tentatively plans to reach out to Branching Out Support Services to gauge their interest in participating in harvesting some properties.

The Committee discussed the importance of the Urban Harvest program and future plans for the program that could be included on the Committee's 2025 Work Plan.

**6.1.3 Best Garden Contest Submissions**

The Committee debated the various submissions for Sustainable Orangeville's Garden Contest.

**Recommendation: 2024-019**

Moved by M. O'Connor

That Sustainable Orangeville recommend the following submissions receive an award for Sustainable Orangeville's Best Garden Contest:

Submission B;

Submission C;

Submission D;

Submission E;

Submission F;

Submission G;

Submission H

Submission I

Submission J;



Submission L;  
Submission M;  
Submission N; and

That the contest winners be recognized during the September 23<sup>rd</sup> Council Meeting.

**Carried**

## **6.2 Rain Barrel Subsidy Program**

Councillor T. Prendergast, Chair, highlighted the success of the Rain Barrel Subsidy Program, especially as it coincided with the Town of Orangeville's new lawn watering by-law (By-law number 2040-040).

Tony Dulisse, Manager, Transportation and Development, Infrastructure Services, shared that home deliveries for the Rain Barrel Subsidy Program will begin September 6<sup>th</sup>, 2024.

## **6.3 Fare Free Transit**

Councillor T. Prendergast, Chair, shared that on Monday, September 23<sup>rd</sup>, 2024, the Fare Free Transit Staff Report will be going before Council. The Committee engaged in discussions highlighting the benefits of Fare Free Transit in the Town of Orangeville.

Tony Dulisse, Manager, Transportation and Development, Infrastructure Services, provided details to the Committee including that:

- The pilot program was set for a duration of two (2) years,
- That ridership has increased from 100,000 riders in 2019, to 225,000 riders by the end of June 2024,
- That the cost per rider has decreased since the start of the pilot program, and
- That there has been an increase in ridership for youth, seniors, and individuals with accessibility concerns.

### **Recommendation: 2024-020**

Moved by M. Smith

That Sustainable Orangeville submit a letter to Council in support of the Fare Free Transit Program, and

That the letter be read on behalf of Sustainable Orangeville by Committee member Martina Rowley.

**Carried**

## **6.4 TD Friends of the Environment Foundation Grant**

Matthew Smith, Committee member, shared details of the TD Friends of the Environment Foundation Grant. The committee agreed to revisit this topic at a future meeting.

## **7. Correspondence**

**7.1 Community Gardens Update - Heather Savage, General Manager, Community Services**

None.

**8. Announcements**

Councillor T. Prendergast, Chair, announced details to the following events:

- Uproot Uprise: Island Lake. Saturday, September 7, 9:30 a.m. - 12 p.m. at Island Lake Conservation Area, Parking lot four (4).
- Sustainable Orangeville Community Tree Planting. Saturday, October 19, 9:30 a.m. - 12 p.m. at Mill Creek off of Gooseberry Street.

**9. Date of Next Meeting**

The next meeting is scheduled for Thursday, October 3 at 6:00 p.m.

**10. Adjournment**

**Recommendation: 2024-021**

Moved by M. Rowley

That the meeting be adjourned at 8:05 p.m.

**Carried**



## Minutes of Access Orangeville

September 12, 2024, 10:00 a.m.

Electronic and In-Person Participation - Access Orangeville

The Corporation of the Town of Orangeville

(Chair and Secretary at Town Hall - 87 Broadway)

Orangeville, Ontario

Members Present: Councillor R. Stevens, Chair  
P. Charbonneau  
S. Clarke  
M. Hartley  
J. Jackson  
R. Ugolini  
K. Van Ryn

Members Absent: K. Murphy-Fritz

Staff Present: G. Brennan, Legislative Assistant, Corporate Services  
S. Doherty, Manager, Recreation and Events, Community Services  
T. Dulisse, Manager, Transportation and Development, Infrastructure Services  
J. Lavecchia-Smith, Deputy Clerk, Corporate Services  
J. Rawn, Executive Assistant, Infrastructure Services

### 1. Call to Order

Councillor R. Stevens, Chair, called the meeting to order at 10:03 a.m.

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

None.

### 3. Land Acknowledgement

Councillor R. Stevens, Chair, acknowledged the treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. He also recognized that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee and is home to many Indigenous people today.

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

**2024-018**

**Moved By** J. Jackson

That the minutes of the following meeting are approved:

**4.1 2024-06-13 - Access Orangeville - Minutes**

**Carried**

**5. Presentations**

**5.1 Jordyn Lavecchia-Smith, Deputy Clerk, Corporate Services, Town of Orangeville - Committee Governance**

Jordyn Lavecchia-Smith, Deputy Clerk, Corporate Services, provided the Committee with a Committee Governance Refresher presentation. Mrs. Lavecchia-Smith discussed the various Boards, Committees, and Task Forces that advise Council on important matters. She shared details on the roles and responsibilities for Committee Members, the Chair, the Staff Liaison, and the Committee Secretary. She advised the Committee on the effectiveness of having an agenda, and how that contributes to the efficiency of a meeting. Mrs. Lavecchia-Smith clarified the decision-making process for when a motion is up for consideration, and the various outcomes when a motion is being voted on. Mrs. Lavecchia-Smith advised the Committee on next steps and plans for 2025.

**5.2 Delegate - Grant Peters - Fare Free Transit**

Grant Peters discussed the importance of having a Fare-Free Transit program operating in the Town of Orangeville. Mr. Peters shared details around the Town of Orangeville becoming one of the first municipalities to pilot a Fare-Free Transit program, and the blueprint it sets for surrounding municipalities. He discussed why transit needs to become more accessible – and affordable – for residents with the removal of the financial barrier for those who need it and can benefit from it the most. The committee discussed the positive impact the Fare-Free Transit program

has had on various community groups in Orangeville, and discussed the steps required to make transit more accessible and inclusive.

**2024-019**

**Moved By M. Hartley**

That the correspondence regarding the Fare-Free Transit Program be received, That Access Orangeville express their support of the Fair-Free Transit Program in principle, through a letter, and That the letter of support be included in the September 23 Council Agenda.

**Carried**

**5.3 Delegate - Kylie-Anne Grube, Climate Engagement Specialist, Dufferin County - Community Resilience Hub**

Kylie-Anne Grube, Climate Engagement Specialist, and Sara MacRae, Manager, Climate & Energy for Dufferin County, provided an overview of the County's Community Resilience Hub project. The Resilience Hub pilot project aims to design and install an outdoor structure that acts as a trusted neighborhood location that meets the everyday physical and social needs of a neighborhood and enhances their resilience during times of disruption and recovery. Ms. Grube and Ms. MacRae shared that resilience hubs provide an opportunity to effectively work at the nexus of community resilience and social equity while also providing opportunities for communities to become more self-determining, social connected, and successful.

Ms. Grube and Ms. MacRae provided details on what a resilience hub could look like:

- Everyday Mode - meets the daily needs of the neighbourhood, both physical and social,
- Disruption Mode - supports neighbourhoods during disruption events (e.g power outage, extreme weather event),
- Recovery Mode - supports neighbourhoods to recover after disruption event

The Committee discussed the following:

- The programs and services that could be offered at a community resilience hub,

- The need for accessible transportation options near potential community resilience hub locations,
- The features a community resilience hub would require to make the space accessible and inclusive for all,
- The challenges of a community resilience hub including maintenance of the space and graffiti markings.

Ms. Grube and Ms. MacRae advised the Committee on the All Access Toolkit: Guide on Application of Design of Public Spaces (DoPS) and the Integrated Accessibility Standards - Design of Public Spaces which are the guiding documents for accessibility. They shared that Phase one (1) of the project timeline: Feasibility and Engagement is ongoing. Phase two (2) Design, Engagement, and Implementation is scheduled to begin in 2025. The Committee provided details on upcoming community events for Ms. Grube and Ms. MacRae to attend and solicit additional feedback on this project.

## **6. Items for Discussion and Reports**

### **6.1 Stop Gap Initiative**

Sharon Doherty, Manager, Recreation and Events, Community Services provided the Committee with an update on the Stop Gap Initiative. She shared the following details:

- Project guidelines and planning is underway,
- The budget for the Stop Gap Initiative is included on the Committee's multiyear Work Plan, and
- That Town of Orangeville Staff will bring next steps to the Committee when they have an update to provide.

The Committee discussed working with the Orangeville Business Improvement Area (OBIA), the Community Improvement Committee, and additional local organizations when they are ready to roll out the Stop Gap Initiative.

### **6.2 Unique Inventions - Sledge Quote**

The Committee discussed the roll out process for sledges at public skates. They discussed the need for information sessions, workshops for Staff, and advertisement opportunities. Sharon Doherty, Manager, Recreation and Events, Community Services, provided clarity to the Committee that

any individual will be able to use sledges and stressed the importance of being inclusive to all members of the public.

**2024-020**

**Moved By** K. Van Ryn

That Council direct staff to look into purchasing sledges on behalf of Access Orangeville at a total cost of \$10,000.

**Carried**

**7. Correspondence**

None.

**8. Announcements**

None

**9. Date of Next Meeting**

The next meeting is scheduled for Thursday, October 10 at 10:00 a.m.

**10. Adjournment**

**2024-021**

**Moved By** R. Ugolini

That the meeting be adjourned at 12:08 p.m.

**Carried**



## Minutes of Affordable Housing Task Force

September 12, 2024, 5:30 p.m.

Electronic and In-Person Participation - Affordable Housing Task Force

The Corporation of the Town of Orangeville

(Chair and Secretary at Town Hall - 87 Broadway)

Orangeville, Ontario

Members Present: Councillor J. Andrews, Chair  
Councillor T. Prendergast, Vice-Chair  
K. Atkinson  
C. De Castro  
R. Mair

Staff Present: G. Brennan, Legislative Assistant  
B. Ward, Manager, Planning

### 1. Call to Order

The meeting was called to order at 5:35 p.m.

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

None.

### 3. Land Acknowledgment

Councillor J. Andrews, Chair, acknowledged the treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. He also recognized that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

### 4. Presentations

None.

### 5. Items for Discussion and Reports



## **5.1 Appointment of Chair & Vice Chair**

**2024-001**

**Moved By** C. De Castro

That Councillor J. Andrews be appointed as the Chair of the Affordable Housing Task Force, and

That Councillor T. Prendergast be appointed as the Vice Chair of the Affordable Housing Task Force.

**Carried**

## **5.2 Affordable Housing Task Force Terms of Reference**

The Task Force reviewed their Terms of Reference, and led a focused discussion on how the Town can increase or advocate and offer support relating to affordable housing concerns in Orangeville. The Task Force discussed proposed strategies including utilizing government-owned lands for housing initiatives, recommending amendments to local planning polices, and identifying grant or funding opportunities for housing development.

## **5.3 Affordable Housing Task Force Work Plan**

The Task Force discussed various individuals, groups, and organizations that may delegate at future Affordable Housing Task Force meetings. The Task Force acknowledged affordable housing being an ongoing issue.

Key points of the discussion include:

- Rising costs per square foot and per unit, impacting affordability.
- The need for enhanced communication with property owners about creating additional units and auxiliary dwellings.
- The importance of accessible information and streamlined processed for obtaining building permits.

The Task Force will collaborate with Town staff on the development of their work plan.

## **5.4 Affordable Housing Challenges**

Members of the Task Force shared their concerns and/or challenges surrounding Affordable Housing within the Town of Orangeville. Key challenges include the lack of availability for affordable units within

proposed developments, a need for design specific units for seniors to promote aging in place and why tiny homes are not an ideal long-term solution.

Potential solutions raised included rent control options, reduced parking requirements in areas near transit hubs, removal of Development Charges, increased government involvement from all levels of government.

Brandon Ward, Manager, Planning, Infrastructure Services contributed by discussing inclusionary zoning and the opportunities it presents for constructing affordable housing particularly in high-density neighborhoods.

**5.5 Affordable Housing Task Force 2024 and 2025 Schedule**

**2024-002**

**Moved By C. De Castro**

That the meeting dates for the remainder of 2024 and 2025 for the Affordable Housing Task Force, be approved.

**Carried**

**6. Correspondence**

None.

**7. Announcements**

None.

**8. Date of Next Meeting**

The scheduled date of the next meeting is Thursday, October 10 at 5:30 p.m.

**9. Adjournment**

**2024-003**

**Moved By K. Atkinson**

That the meeting be adjourned at 6:58 p.m.

**Carried**



## Minutes of a Community Improvement Committee Meeting

Tuesday September 17, 2024, 8:00 a.m.

Electronic and In-Person Participation - Community Improvement Plan  
Committee

The Corporation of the Town of Orangeville  
(Chair and Secretary at Town Hall - 87 Broadway)  
Orangeville, Ontario

Members Present: Deputy Mayor T. Taylor  
W. Speirs  
J. Jackson  
G. Sarazin  
S. Koroscil

Regrets: M. Vinden

Staff: J. Malhi, Secretary  
K. Lemire, Manager, Economic Development and  
M. Mair, Planner, Community and Development

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### 1. Call to Order

The meeting was called to order at 8:06 a.m.

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

None.

### 3. Land Acknowledgement

The Chair James Jackson read the land acknowledgement.

### 4. Adoption of Minutes of Previous Meeting

That the minutes of the following meeting are approved:

Moved by J. Jackson

That the minutes of the following meeting are approved:

**4.1 2024-05-21 Community Improvement Committee Minutes**

**4.2 2024-06-18 Community Improvement Committee Minutes**

**Carried**

### 5. Announcements

Matthew Mair announced Melissa Vinden's resignation.

### 6. Presentations

None.

## **7. Items for Discussion and Reports**

### **7.1 Year End Report - CIP 2023-2024**

Shawn Koroscil asked the planning staff to confirm the total sum that will be added to next year's budget. Matthew Mair affirmed a total of \$45,000.00 will added to next year's grant fund.

Matthew Mair requested for the Committee's input on the report to Council.

### **7.2 CIP Priority Zone 2 - Outreach Strategy**

Deputy Mayor, Todd Taylor look to planning staff to confirm what the zone 2 landscaping incentive entails in which staff shed light on the current development applications and the challenges to create motive for property owners and developers to maintain and enhance the landscaping. He spoke to a recent expansion that had to undergo a minor variance in which the Committee provided their approval with the condition that the Company will invest in their landscaping. He stated negotiation may be the only way with some of the companies that are not as engaged.

Matthew Mair provided more detail on the launch of zone 2 that will include working with the Economic Development team to promote the roll of the program.

The Committee suggested as a way to promote the program to reach out to larger businesses in the industrial zone and educate them. The Economic Development and Culture Manager, Katrina Lemire stated it may be beneficial to provide outreach to both small and large businesses as the initiative is to make the entire zone 'greener'.

Wade Speirs recommended that the Town take the initiative to plant additional trees and enhance the streetscape value on the municipally owned portion of land in order to meet businesses halfway. However, companies will have to ensure that they are prepared to invest as well.

Shawn Koroscil asked whether we could provide an incentive, such as a tax discount for properties with huge vacant land that are willing to beautify them. Matthew Mair advised it may be difficult as there's a lot of interest for property owners looking to expand or sever the lot.

Gary Sarazin stated that zone 2 maybe beyond the Committee's program and that the Committee should provide focus solely on the CBD. In response, Matthew Mair confirmed the purpose of the CIP and outlined the goals of the program.

The Committee discussed to maximize outreach efforts, the Town should not only speak to the tenants but the property owners as well and if possible, to look at expanding boundaries in zone 1.

## **8. Correspondence**

None.

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

The next meeting is scheduled for Tuesday October 15th, 2024 at 8:00 a.m.

## **10. Adjournment**

The meeting was adjourned at 9:11 a.m.

## MINUTES – OBIA Board of Management Meeting

Thursday, September 19<sup>th</sup>, 2024, at 0700

21 Mill Street, Orangeville, ON, L9W1M1 | Hybrid format via Teams with notice.

Accessibility information and how to attend meetings can be found at:

<https://downtownorangeville.ca/wp-content/uploads/2023/01/Public-Meeting-Info.pdf> or call 519 942-0087.

**Members:** M. Beattie, T. Brett, J. Emanuele, R. Hough, S. Koroscil, D. Nairn, J. Patterson, T. Taylor  
**Guests:** D. Smith, CAO Town of Orangeville; J. Leitch, Orangeville Blues & Jazz Festival President  
**Absent:** B. Luhar

1. Call to Order

2. Approval of Agenda

**Moved by S. Koroscil, D. Nairn**

**Carried.**

That the agenda and any addendums for the OBIA Board of Management's September 19<sup>th</sup> meeting be approved with noted date correction to September 19<sup>th</sup>, 2024 under item 20.

3. Declaration of Pecuniary Interest – None.

4. Attendance – As listed above

5. Land Acknowledgement – We acknowledge the treaty lands and territory of the Williams Treaty Nations and Mississaugas of the Credit First Nation. We recognize that Dufferin County is the traditional territory of the Wendat and Haudenosaunee and home to Indigenous people today.

6. Minutes

**Moved by R. Hough, J. Patterson**

**Carried.**

That the OBIA Board Meeting Minutes of July 18<sup>th</sup>, 2024, be approved.

7. Welcome & Introductions – CAO D. Smith, Town of Orangeville and President J. Leitch. Orangeville Blues & Jazz Festival we welcomed and introduced.

8. Orangeville Blues & Jazz Festival Post Festival Report – J. Leitch presented the OBFJ's 20<sup>th</sup> Anniversary highlights and post event report for 2024.

9. Staffing Update – Return to a full complement of staff with ongoing training.

10. Board Member Representation Change – Framed x Design nominated J. Patterson as their BIA representative.

11. Winter Light Displays – Due to scheduling challenges, the displays will be installed before Remembrance Day. J. Patterson will approach the Legion for their support for plugging in the Winter Light displays upon installation.

12. Grant Update – Grant is confirmed but contract has not been issued yet. Staff to follow up.

13. Downtown Film Shoots – Town is conducting a post film production survey, and a Town film policy may follow. In the meantime, the BIA will not support downtown film productions unless the returns for businesses are clear, and disruptions are minimal.

14. Bluebird Café Correspondence

**Moved by R. Hough, T. Brett**

**Carried.**

That the Bluebird Café correspondence be received.

15. Parkinson Parking Lot

**Moved by R. Hough, M. Beattie**

**Carried.**

That staff be directed to draft a letter to Council about the importance of maintaining and improving Downtown's public parking inventory and recommending the 27-29 First Avenue be developed into a parking lot.

16. 82 & 86-90 Broadway parking lot agreements – Deferred to winter 2024

17. 82 & 86-90 parking lot development – Deferred to winter 2024

18. Staff Reports

16.1. Better Together Task Force Report

16.2. Executive Director's Report Page 165 of 173

16.3. Event Report – Taste of Orangeville Weekend

16.4. Ambassador / Marketing Report

16.5. Farmers’ Market Report

16.6. Financial Report

**Moved by D. Nairn, R. Hough**

**Carried.**

That the staff reports be received, and that staff be directed to book the Opera House and Town Hall Atrium for the 2025 AGM.

19. New Business – None.

20. Adjournment

**Moved by R. Hough, D. Nairn**

That the September 19<sup>th</sup>, 2024, OBIA Board meeting be adjourned. Next meeting is scheduled for 7 am, Thursday, October 17<sup>th</sup>, at 21 Mill Street, Orangeville or other location TBA.



## Minutes of Heritage Orangeville

September 19, 2024, 6:00 p.m.

**Electronic and In-Person Participation - Heritage Orangeville  
The Corporation of the Town of Orangeville  
(Chair and Secretary at Town Hall - 87 Broadway)  
Orangeville, Ontario**

Members Present: Councillor D. Sherwood  
L. Addy  
T. Brett  
H. Daggitt  
G. Sarazin

Members Absent: D. Gwilliams (with notice)

Staff Present: M. Adams, Secretary  
B. Ward, Manager of Planning

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### 1. Call to Order

The meeting was called to order at 6:00 p.m.

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

None.

### 3. Land Acknowledgement

The Chair acknowledged the treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. The Chair also recognized that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

### 4. Adoption of Minutes of Previous Meeting

**Recommendation: 2024-018**

Moved by L. Addy

That the minutes of the following meeting are approved:

#### 4.1 2024-06-20 - Heritage Orangeville - Minutes

**Carried**

### 5. Presentations

#### 5.1 Jordyn Lavecchia-Smith, Deputy Clerk, Corporate Services, Town of Orangeville - Committee Governance Refresher

Jordyn Lavecchia-Smith, Deputy Clerk, Corporate Services, provided the Committee with a Committee Governance Refresher presentation. Mrs.

Lavecchia-Smith discussed the various Boards, Committees, and Task Forces that advise Council on important matters. She shared details on the roles and responsibilities for Committee Members, the Chair, the Staff Liaison, and the Committee Secretary. She advised the Committee on the effectiveness of having an agenda, and how that contributes to the efficiency of a meeting. Mrs. Lavecchia-Smith clarified the decision-making process for when a motion is up for consideration, and the various outcomes when a motion is being voted on. Mrs. Lavecchia-Smith advised the Committee on next steps and plans for 2025.

## **6. Items for Discussion and Reports**

### **6.1 Heritage District Plan - Brandon Ward**

Brandon Ward provided an update on the status of the Heritage District Plan. A Planning consultant has been secured with a heritage sub-consultant to assist with the project. The consultant will review and update the York Street area and provide their recommendation.

### **6.2 Mill Street Directional Signage - Troy Brett**

The Orangeville BIA are in the process of producing two new signs to coincide with their new branding. These signs will replace the ones located at the corner of Broadway and Mill Street.

#### **Recommendation: 2024-019**

Moved by Councillor Sherwood

That Heritage Orangeville supports the proposed signage presented by the Orangeville BIA at the corner of Mill Street and Broadway as it is in keeping with heritage attributes to support the existing HCD.

**Carried Unanimously**

### **6.3 2025 Calendar Update - Gary Sarazin**

Lynda Addy and Gary Sarazin presented the photos and text to the Committee members for next year's calendar.

Mary Adams, Committee Secretary, was asked to circulate the information to the Committee members for their review and comments.

#### **Recommendation: 2024-020**

Moved by Councillor Sherwood

That the photos and text be received and approved;

And that Ms. Addy and Mr. Sarazin commence discussions with Communications staff.

**Carried**

### **6.4 Data Orangeville Update - Drew Gwilliams**

This item was deferred to the next meeting.

### **6.5 Municipal Register**

The Committee discussed the selection of ten properties for possible designation. Ms. Addy advised that there were some properties proposed



for designation a number of years ago which could be used as a starting point. She will locate the list and bring it to the next meeting.

#### **6.6 Heritage Items - Councillor Sherwood**

The Chair circulated the photos and documents to the Committee. The Committee reviewed and discussed the items. It was concluded that staff scan and save the items in Records and then forward everything to the Museum of Dufferin.

### **7. Correspondence**

#### **7.1 Comments - 11A York Street - Warrington and Tanya Ellacott**

The Committee discussed the correspondence received from the residents.

Ms. Adams will provide a response to the residents acknowledging receipt of the correspondence, and that it will be forwarded to Planning staff for further review.

### **8. Announcements**

Councillor Sherwood advised that Council had an educational session from the Ministry of Citizenship and Multiculturalism on September 9 to provide information on the Ontario Heritage Act.

### **9. Budget**

#### **Recommendation: 2024-021**

Moved by H. Daggitt

That the budget be approved as presented.

**Carried**

### **10. Date of Next Meeting**

The next meeting is scheduled for October 17, 2024 at 6 p.m.

### **11. Adjournment**

#### **Recommendation: 2024-022**

Moved by H. Daggitt

That the meeting be adjourned at 7:37 p.m.

**Carried**



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

### **By-law Number 2024-**

#### **A by-law to appoint Shane Fedy as Deputy Treasurer for the Town of Orangeville and to repeal By-law 2024-057**

Whereas Section 286 (2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, states that a municipality may appoint deputy treasurers who shall have all the powers and duties of the treasurer;

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

1. That Shane Fedy is hereby appointed Deputy Treasurer for The Corporation of the Town of Orangeville effective November 4, 2024.
2. That By-law 2024-057 is hereby repealed.

Read three times and finally passed this 4th day of November, 2024.

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Lisa Post, Mayor

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Raylene Martell, Town Clerk



**The Corporation of the Town of Orangeville**  
**By-law Number 2024-**

**A by-law to authorize the entering into and  
execution of a Winter Maintenance Agreement with  
the County of Dufferin to allow an exchange of  
winter maintenance activities and obligations on  
Riddell Road and Dufferin Road 23**

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 Winter Maintenance Agreement with the County of Dufferin to allow an exchange of winter maintenance activities and obligations on Riddell Road and Dufferin Road 23;

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 Winter Maintenance Agreement to allow an exchange of winter maintenance activities and obligations on Riddell Road and Dufferin Road 23 for the time period of November 5, 2024 through to April 30, 2029, between The Corporation of the Town of Orangeville and The Corporation of the County of Dufferin and all documents ancillary thereto.

Read three times and finally passed in open Council this 4th day of November, 2024.

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Lisa Post, Mayor

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Raylene Martell, Town Clerk



## The Corporation of the Town of Orangeville

### By-law Number 2024-

**A by-law to authorize the entering into and execution of a Transfer Payment Agreement with his Majesty the King in right of Ontario, as represented by the Minister of Infrastructure and the Minister of Labour, Immigration, Training and Skills Development for the purpose of receiving funds through the Skills Development Fund Capital Stream Program**

Whereas the Provincial Government has made a commitment to provide funding under the Skills Development Fund Capital Stream Program; and

Whereas the Corporation of the Town of Orangeville is eligible to receive an amount of \$3,667,650 under the program; and

Whereas it is necessary to enter into an agreement with His Majesty the King in right of the Province of Ontario, as represented by the Minister of Infrastructure and the Minister of Labour, Immigration, Training and Skills Development with respect to the Skills Development Fund Capital Stream Program;

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 the Transfer Payment Agreement for the purpose of receiving funds through the Skills Development Fund Capital Stream Program, between The Corporation of the Town of Orangeville and His Majesty the King in right of Ontario, as represented by the Minister of Infrastructure and the Minister of Labour, Immigration, Training and Skills Development and all documents ancillary thereto.

Read three times and finally passed in open Council this 4th day of November, 2024.

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Lisa Post, Mayor

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Raylene Martell, Town Clerk



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

### **By-law Number 2024-**

#### **A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular and closed Council Meeting held on November 4, 2024**

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; and

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

1. That all actions of the Council of The Corporation of the Town of Orangeville at its regular and closed Council Meeting held on November 4, 2024, 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 4th day of November, 2024.

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Lisa Post, Mayor

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Raylene Martell, Town Clerk