
Members of the public may attend the meeting in person, or may observe the meeting proceedings by viewing the [livestream](#). A recording of the meeting will also be available on the [City's website](#) following the meeting.

Page

1. Roll Call

2. Disclosure of Interest

3. Delegations

Members of the public looking to provide a verbal delegation to Members of the Executive Committee may do so either in person, or through a virtual audio telephone connection into the meeting. For more information, and to register as a delegate, visit www.pickering.ca/delegation, and complete the on-line delegation form or email clerks@pickering.ca.

The list of delegates who have registered to speak will be called upon one by one by the Chair in the order in which they have registered. A maximum of 10 minutes shall be allotted for each delegation.

Please be advised that your name will appear in the public record and will be posted on the City's website as part of the meeting minutes.

4. Matters for Consideration

4.1 [Director, Corporate Services & City Solicitor, Report BYL 05-23](#)
Nuisance Activities

1

Recommendation:

1. That Report BYL 05-23 regarding nuisance activities be received;
2. That the amendment of the Nuisance By-law 7773/20 be enacted as per Attachment 1 to this Report;
3. That the amendment of the Noise Control By-law 6834/08 be enacted as per Attachment 2 to this Report; and,

For information related to accessibility requirements please contact:

Committee Coordinator

905.420.4611

clerks@pickering.ca

4. That appropriate City of Pickering officials be authorized to take the actions necessary to implement the recommendations in this Report.

4.2 [Director, Corporate Services & City Solicitor, Report CLK 05-23](#) **8**
Pregnancy and Parental Leave Policy for Members of Council

Recommendation:

1. That Report CLK 05-23 regarding a Pregnancy and Parental Leave Policy for Members of Council be received; and,
2. That the draft Policy included as Attachment #1 to CLK 05-23 be approved.

4.3 [Director, Corporate Services & City Solicitor, Report CLK 06-23](#) **14**
Procedure By-law Review and Updates

Recommendation:

1. That Report CLK 06-23 regarding the Procedure By-law Review and Updates be received;
2. That the draft By-law, included as Attachment #1 to CLK 06-23, be approved and enacted; and,
3. That the appropriate City of Pickering Officials be authorized to take such actions as are necessary to give effect to the recommendations in this Report.

4.4 [Director, Community Services, Report CS 09-23](#) **107**
Community Festivals and Events Policy
- CUL 070 Community Festivals and Events Policy

Recommendation:

1. That Council endorse the revisions in CUL 070 Community Festivals and Events Policy, as set out in Attachment 1 to this report, subject to minor revisions acceptable to the Director, Community Services; and,

2. That the appropriate City of Pickering officials be authorized to take the necessary actions as indicated in this report.

4.5 [Director, Community Services, Report CS 12-23](#)

130

Chestnut Hill Developments Recreation Complex Office/Storage Space

- Skate Canada Pickering Skating Club
- Ajax Pickering Raiders Minor Hockey Association
- Ajax Pickering Ringette Association
- Durham West Girls Hockey Association
- Pickering Swim Club

Recommendation:

1. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Skate Canada Pickering Skating Club set out in Attachment 1 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
2. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Ajax Pickering Raiders Minor Hockey Association set out in Attachment 2 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
3. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Ajax Pickering Ringette Association set out in Attachment 3 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
4. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Durham West Girls Hockey Association set out in Attachment 4 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
5. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Pickering Swim Club set out in Attachment 5 to this report, subject to minor revisions as may be required by the

For information related to accessibility requirements please contact:

Committee Coordinator

905.420.4611

clerks@pickering.ca

Director, Community Services and the Director, Corporate Services & City Solicitor; and,

6. That the appropriate City officials be authorized to take the necessary actions as indicated in this report.

4.6 [Director, Community Services, Report CS 13-23](#) **168**

Millpond Meadow, Pickering Museum Village – Artist Selection
- Commission of Public Art

Recommendation:

1. That Council endorse that the commission of public art for Millpond Meadow at Pickering Museum Village be awarded to Sean Procyk and Sarah Fuller of Bluff Studio in the amount of \$80,000.00 (HST Included);
2. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$72,042.00 as approved in the 2023 Current Budget as follows:
 - a) the sum of \$36,021.00 to be funded by the Healthy Communities Initiative, Community Foundations of Canada;
 - b) the sum of \$36,021.00 to be funded by the Building Communities Through Art and Heritage, Legacy Fund, Government of Canada;
3. That the Mayor and the City Clerk be authorized to execute the Letter of Understanding, between Bluff Studio and the City of Pickering, set out in Attachment 4, subject to minor revisions acceptable to the Director, Community Services and the Director, Corporate Services & City Solicitor; and,
4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

4.7 [Director, Community Services, Report CS 14-23](#) **241**

Artist Selection Digital Art, Log Barn Permanent Exhibit
- Pickering Museum Village

Recommendation:

1. That Council endorse that the commission of public art for the Pickering Museum Village log barn permanent exhibit be awarded to Oddside Arts in the amount of \$38,000.00 (HST included);
2. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$38,000.00 from the Government of Canada, Department of Canadian Heritage, Digital Access to Heritage Grant;
3. That the Mayor and City Clerk be authorized to execute the Letter of Understanding between Oddside Arts and the City of Pickering, set out in Attachment 3, subject to minor revisions acceptable to the Director, Community Services and the Director, Corporate Services & City Solicitor; and,
4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

4.8 [Director, Community Services, Report CS 15-23](#)
Request for Proposal for Municipal Facility Waste Collection Services

295

Recommendation:

1. That proposal for Request for Proposal No. RFP2023-1 submitted by Miller Waste Systems for Municipal Facility Waste Collection Services in the amount of \$374,779.60. (excluding HST) be accepted;
2. That Council authorize the Director, Finance & Treasurer to finance Year 1 (2023) of the Municipal Facility Waste Collection Services in the amount of \$62,308.00 (net of HST rebate) from Property Taxes as approved in the 2023 Current Budget;
3. That financing for 2024 to 2025 of the Proposal be provided in the annual Current Budgets, for a total amount of \$319,068.00 (net of HST rebate); and,

4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

4.9 [Director, Finance & Treasurer, Report FIN 10-23](#) **298**
2022 Year End Audit (Interim)

Recommendation:

1. That the Audit Service Plan as submitted by Deloitte LLP, set out in Attachment 1 to this report, be received for information; and,
2. That the Chief Administrative Officer and the Director, Finance & Treasurer be authorized to sign the Master Services Agreement, set out in Attachment 2 to this report, on behalf of the City.

4.10 [Director, Operations, Report OPS 12-23](#) **334**
Supply & Delivery of Various 4 and 5 Ton Trucks
- Quotation No. RFQQ2022-7A

Recommendation:

1. That Quotation No. RFQQ2022-7A submitted by Viking Cives Ltd, in the amount of \$3,196,620.00 (HST excluded) be accepted;
2. That the total gross project cost of \$3,612,181.00 (HST included), and that the total net project cost of \$3,252,881.00 (net of HST rebate) be approved;
3. That Council authorize the Director, Finance & Treasurer to finance the total net project cost of \$3,252,881.00, as provided for in the 2022 and 2023 Capital Budgets as follows:
 - a) The sum of \$811,816.00 to be funded from the Vehicle Replacement Reserve;
 - b) The sum of \$1,596,065.00 to be funded from the Development Charges – Other Services Related to a Highway Reserve Fund;

c) The sum of \$840,000.00 from approved 2023 Capital Budget be increased to \$845,000.00 and that the financing source be revised to a 5-Year Internal Loan; and,

4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

4.11 [Director, City Development & CBO, Report PLN 11-23](#)

339

Film Industry

- Overview of Film & Television Industry

Recommendation:

That Report PLN 11-23 of the Director, City Development & CBO, being an overview of the City's Film & Television work program, be received for information.

5. Other Business

6. Adjournment

From: Paul Bigioni
Director, Corporate Services & City Solicitor

Subject: Nuisance Activities
- File: L-2200

Recommendation:

1. That Report BYL 05-23 regarding nuisance activities be received;
 2. That the amendment of the Nuisance By-law 7773/20 be enacted as per Attachment 1 to this Report;
 3. That the amendment of the Noise Control By-law 6834/08 be enacted as per Attachment 2 to this Report; and
 4. That appropriate City of Pickering officials be authorized to take the actions necessary to implement the recommendations in this Report.
-

Executive Summary: As per Council Resolution #995/22, a review and public consultation regarding a general update to the Noise Control By-law has been commenced. As per Council Resolution #121/23, and as a result of increased complaints, staff have also consulted with Durham Regional Police Service (“DRPS”) and reviewed best practices in other municipalities for deterring nuisances and disruptive noise.

City staff recommend that amendments to the Nuisance By-law and increased fines under the Noise Control By-law will provide the City with more effective tools for addressing complaints regarding noise and nuisance activities. The amendments to Nuisance By-law deal with disruptive parties, obnoxious behaviour, littering, loitering, causing a disturbance, public intoxication, fighting, remaining in a public place after being asked to leave, destruction of property, carrying open liquor in public and causing a disturbance by yelling or swearing. The amendments will also enable Municipal Law Enforcement and DRPS officers to issue orders to stop these types of activities.

The City is receiving an increasing number of complaints about bothersome noise and nuisances caused by rental properties, parties and bars. The by-law amendments proposed in this Report will better allow for Municipal Law Enforcement and DRPS to address such complaints. In particular, staff propose significantly increased fines for disruptive noise emitted by an income-generating property or use.

Financial Implications: None.

Discussion: As per Council Resolution #995/22, a review and public consultation regarding a general update to the Noise Control By-law has been commenced. As per Council Resolution #121/23, and as a result of increased complaints, staff have also consulted with DRPS and reviewed best practices in other municipalities for deterring nuisances and disruptive noise.

City staff recommend that amendments to the Nuisance By-law and increased fines under the Noise Control By-law will provide the City with more effective tools for addressing complaints regarding noise and nuisance activities.

Amendments to Nuisance By-law 7773/20:

After consulting with DRPS and reviewing best practices in other municipalities, staff concluded that amendments to the City's Nuisance By-law would better equip the City to stop nuisance activities. The proposed amendments to the Nuisance By-law are included in Attachment 1 to this Report. In addition to the nuisance activities already listed by the Nuisance By-law, the amendments would prohibit disruptive parties, obnoxious behaviour, littering, loitering, causing a disturbance, public intoxication, fighting, remaining in a public place after being asked to leave, destruction of property, carrying open liquor in public and causing a disturbance by yelling or swearing.

The proposed amendments will also enable a Municipal Law Enforcement Officer or a DRPS Officer to order a nuisance activity to stop and/or to require that persons not living at specified premises leave those premises. Such an order can be issued verbally or in writing. Failure to comply with such an order will be a new offence.

The proposed amendments also include revisions to clarify the definitions of "owner" and "nuisance activity" and to allow for charging the registered owner of a motor vehicle if any occupant of the vehicle throws, places or deposits refuse from the vehicle.

It is important to note that while the proposed Nuisance By-law amendments would provide additional tools for Municipal Law Enforcement Officers, the primary response for these matters when related to large gatherings or unsafe conditions remains with the DRPS.

The proposed enforcement process for nuisance activities resulting from a large gathering or a situation deemed not safe for Municipal Law Enforcement Officers is:

- 1) Complaint is received and DRPS attend the location.
- 2) Verbal order is issued by DRPS requiring the activity to cease.
- 3) If necessary, a written order is issued by DRPS or MLES to the property owner and/or person causing the nuisance.
- 4) If the written order is not complied with, DRPS may disperse the person(s) causing the nuisance activity.
- 5) MLES or DRPS can issue tickets or a summons for violating the by-law.

Some of the proposed Nuisance By-law amendments were recommended by DRPS. They will allow DRPS to more effectively deal with nuisance matters, even if they are not criminal offences. If the proposed amendments are enacted by Council, staff will seek the approval of the Ministry of the Attorney General to set fine amounts for tickets issued under the nuisance activity sections of

the amended by-law in the range of \$500.00 to \$750.00 (depending on the specific violation). DRPS advises that this amount will act as a deterrent, and has proven effective in other municipalities. Maximum fines when a summons is issued will be \$25,000.00 per offence, with a maximum fine of \$100,000.00 per offence for a corporation.

Amendments to Noise Control By-law 6834/08:

In advance of the general review of the Noise By-law pursuant to Resolution #995/22, staff recommend that the fines be increased now, and that a “special fine” be added to the by-law for violations that result in financial gain. Further amendments will follow completion of the consultation process as per Resolution #995/22. The proposed amendments to the Noise Control By-law are included in Attachment 2 to this Report. The amendments increase the maximum fine from \$5,000.00 to \$100,000.00. Daily fines for continuing offences are also proposed, to a total maximum of \$100,000.00. The special fine for noise violations which result in financial gain may exceed \$100,000.00.

These increased fines will be a greater deterrent, and the daily fine for continuing offences will allow for more effective enforcement against problematic entertainment establishments. The addition of a special fine for offences that result in economic gain will be a strong disincentive to noise caused by bars, night clubs and short term rental properties.

The enforcement of the Nuisance By-law and the Noise Control By-law is currently carried out by Municipal Law Enforcement Officers in the ordinary course of their duties. Staff do not expect any increased cost of enforcement due to the proposed by-law amendments. That being said, staff will monitor complaint volumes on an ongoing basis to determine possible future additional staffing requirements. DRPS assist by providing after-hours enforcement and attendance at large gatherings and unsafe situations. DRPS and the City’s Prosecutor have reviewed the proposed by-law amendments.

Attachments:

- 1. Amendments to Nuisance By-law 7773/20
- 2. Amendments to Noise By-law 6834/08

Prepared By:

Approved/Endorsed By:

Original Signed By:

Original Signed By:

Jason Litoborski, C.P.S.O.
(Acting) Manager, Municipal Law Enforcement Services

Paul Bigioni
Director, Corporate Services & City Solicitor

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer

The Corporation of the City of Pickering

By-law No. XXXX/23

Being a by-law to amend By-law 7773/20, a by-law to prohibit and regulate public nuisances in the City of Pickering.

Whereas By-law 7773/20, provides for the regulating of public nuisances within the City of Pickering; and

Whereas, it is deemed necessary to amend By-law 7773/20 to provide for additional regulation of public nuisance activities;

Now therefore the Council of The Corporation of the City of Pickering hereby enacts as follows:

- 1) That the definition of “owner” in Section 1 be repealed and replaced with:
“owner” includes the person(s), corporations, agencies and government bodies who own a property and includes any person acting on behalf of the owner. Owner means the registered owner of the motor vehicle.
- 2) That a definition of “nuisance activity” be added to Section 1 as follows:
“nuisance activity” means the activities outlined in Section 7 of this by-law.
- 3) That Sections 7 and 8 of By-law 7773/20 be repealed and replaced with the following, and the remaining clauses be renumbered as required:

Section 7: No person shall cause, permit or allow the following nuisance activities:

- a) urination or defecation or spitting in a public place;
- b) vomiting by reason of being intoxicated in a public place;
- c) being intoxicated in a public place;
- d) fighting in a public place;
- e) remaining in a public place after being directed to leave;
- f) destruction of private or public property;
- g) littering on public or private property
- h) carry liquor in a public place without the benefit of an AGCO licence;
- i) create a disturbance by yelling or swearing;
- j) solicitation in a manner that obstructs traffic or causes a disturbance;

- k) activity that is disorderly or obnoxious.
- 4) That Section 15 be amended to by adding the following and renumbering the current clause to become 15 a):
 - 15 b) The owner of a motor vehicle is liable for any refuse that is thrown, placed or deposited from the motor vehicle onto any property without permission from the owner or occupant of such property.
- 5) That Section 18 be repealed and replaced with the following: No person shall prevent, hinder or interfere or attempt to prevent, hinder or interfere with an officer.
- 6) That a new Section be added to the end of Part III-Enforcement as follows and that the remaining clauses be renumbered accordingly:

Order to Discontinue Activity

20. a) An officer may order any and all persons to cease a nuisance activity and require all persons not residing on any premises to leave premises where nuisance activity is occurring. This includes the ability to require any or all persons to leave a public place.

b) An order under this section may be given verbally or in writing and may be served personally on the person(s) to whom it is directed.

21. No person shall fail to comply with an order given under the authority of this by-law.

By-law passed this 23rd day of May, 2023.

Kevin Ashe, Mayor

Susan Cassel, City Clerk

The Corporation of the City of Pickering

By-law No. XXXX/23

Being a by-law to amend By-law 6834/08, as amended, providing for the regulation of noise in the City of Pickering.

Whereas By-law 6834/08, as amended prohibits and regulates noise within the City of Pickering; and

Whereas, it is deemed necessary to amend By-law 6834/08, as amended to provide for increased fines to more effectively deter violations;

Now therefore the Council of The Corporation of the City of Pickering hereby enacts as follows:

- 1) The addition of a new clause in the preamble that states:

Whereas the *Municipal Act, 2001* provides the ability for a municipality to impose fines in excess of \$5,000.00 under the *Provincial Offences Act R.S.O. 1990*, allows fines for continuing offences and also allows for special fines that may exceed \$100,000.00.

- 2) Section 14 shall be repealed and replaced with the following:

Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to:

- (a) A fine of not more than \$100,000.00.
- (b) In the case of a continuing offence, a minimum fine for each day or part thereof shall be a minimum of \$500.00 and a maximum of \$10,000.00. Daily fines for a continuing offence shall not be limited to \$100,000.00
- (c) In addition to any other fines under this section, a special fine may be imposed if the commission of an offence results in economic gain or advantage. The maximum amount of a special fine may exceed \$100,000.00.

By-law passed this 23rd day of May, 2023.

Kevin Ashe, Mayor

Susan Cassel, City Clerk

From: Paul Bigioni
Director, Corporate Services & City Solicitor

Subject: Pregnancy and Parental Leave Policy for Members of Council
- File: A-1440

Recommendation:

1. That Report CLK 05-23 regarding a Pregnancy and Parental Leave Policy for Members of Council be received; and,
 2. That the draft Policy included as Attachment #1 to CLK 05-23 be approved.
-

Executive Summary: Bill 68, the *Modernizing Ontario's Municipal Legislation Act, 2017*, received Royal Assent on May 30, 2017. One of the changes included in Bill 68 was an exception to the provisions of the *Municipal Act* (the "Act") that dictate when a Member's seat becomes vacant should the Member take a pregnancy or parental leave.

Section 270(1) of the Act, requires municipalities to adopt and maintain policies with respect to a number of matters. Bill 68 added a new paragraph 8, requiring municipalities to adopt and maintain a policy on pregnancy and parental leave for Members of Council. This amendment and the requirement for a policy came into effect on March 1, 2019 by the Lieutenant Governor.

In March of 2019, an amendment to the City of Pickering Procedure By-law was adopted to include provisions to address the requirements under the Act for a policy pertaining to pregnancy and parental leaves for Members of Council. Adding these provisions to the Procedure By-law was a temporary measure to comply with the Act until such time that a more fulsome Policy could be brought forward for Council's approval.

The purpose of this Report is to now present a draft standalone policy pertaining to pregnancy and parental leaves for Members of Council in accordance with the provisions of the Act.

Financial Implications: There are no financial implications associated with this Report or the proposed Policy. Any financial implications pertaining to Member's salary and benefits are adopted through the annual budget process.

Discussion: Section 259(1) of the *Municipal Act* states the office of a Member of Council of a municipality becomes vacant if the member is absent from the meetings of council for three successive months without being authorized to do so by a resolution of Council.

Section 259(1.1) states that the vacancy provisions in Section 259(1) do not apply to a Member of Council of a municipality who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member.

The City's Procedure By-law included the following wording which is now proposed to be removed and included more robustly in a standalone policy. The removal of these sections of the Procedure By-law are being presented to the Executive Committee on May 1, 2023 to coincide with this report:

"03.03 In accordance with Section 259(1) of the Act, the office of a Member becomes vacant if the Member is absent from the Meetings of Council for three successive months without being authorized to do so by a resolution of Council. This section does not apply to a Member who is absent for 20 consecutive weeks or less if the absence is a result of the Member's pregnancy, the birth of the Member's child or the adoption of a child by the Member.

03.04 A Member who takes a pregnancy or parental leave shall notify the City Clerk in writing and will continue to be compensated under the Council Compensation Policy for the duration of their leave up to 20 consecutive weeks."

A review of pregnancy and parental leave policies for Members of Council from other municipalities was conducted across the Greater Toronto Area and it was discovered that they all contained similar provisions. In keeping with the requirements of the Act, and after reviewing municipal best practices, staff are recommending that the draft policy included as Attachment #1 to CLK 05-23 be approved.

Attachments:

1. Draft Pregnancy and Parental Leave for Members of Council Policy

Prepared By:

Original Signed By:

Susan Cassel
City Clerk

Approved/Endorsed By:

Original Signed By:

Paul Bigioni
Director, Corporate Services & City
Solicitor

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer



Policy

Procedure Title: Pregnancy and Parental Leaves for Members of Council		Policy Number ADM 250	
Reference <i>Municipal Act, 2001</i>	Date Originated (m/d/y) May 1, 2023	Date Revised (m/d/y)	Pages 3
Approval: Chief Administrative Officer		Point of Contact City Clerk Director, Human Resources	

Policy Objective

The Corporation of the City of Pickering (the “City”) recognizes a Member of Council’s right to take leave for the Member’s pregnancy, the birth of the Member’s child or the adoption of a child by the Member as required by and in accordance with Sections 259 and 270 of the *Municipal Act, 2001*(the “Act”)

This Policy shall provide guidance on how the City addresses a Member’s Pregnancy/Parental Leave in a manner that respects a Member’s rights as an individual and their statutory role as an elected representative. In accordance with Sections 259 and 270 of the Act, this Policy applies to Members of Council during their Pregnancy/Parental Leave and only during the time the Member is a sitting Member of Council.

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- 02 Procedures
- 03 Responsibilities

01 Definitions

- 01.01 **Committee** – means any Board, Advisory Committee or Taskforce of Council, any external body, or local board not established by Council and any internal working group of an administrative nature.
- 01.02 **Council** – means the Council of The Corporation of the City of Pickering.
- 01.03 **Members of Council (“Member”)** – means the sitting Mayor and any Member of Council for the duration of their term in office.

01.04 **Pregnancy/Parental Leave** – an absence of 20 consecutive weeks or less as a result of a Member’s pregnancy, the birth of the Member’s child or the adoption of a child by the Member in accordance with Section 259(1.1) of the Act.

02 Procedures

- 02.01 The City supports a Member’s right to Pregnancy/Parental Leave in keeping with the following principles:
- a) A Member is elected to represent their constituents.
 - b) A Member’s Pregnancy/Parental Leave does not require Council approval and their office cannot be declared vacant as a result of the Leave.
 - c) A Member will continue to receive all communications entitled to them from the City as if the Member were not on Pregnancy/Parental Leave.
 - d) A Member reserves the right to participate as an active Member of Council at any time during their Pregnancy/Parental Leave.
 - e) A Member shall continue to receive all remuneration, reimbursements and benefits afforded to all Members of Council.
 - f) Where the Member on Pregnancy/Parental Leave is also a Regional representative (i.e. a Regional Councillor or Mayor), the provisions contained in the Region of Durham’s Policy for Pregnancy and Parental Leaves for Members of Regional Council shall be applicable as it pertains to the Member’s role at the Region, however, the administrative process for remuneration from the City shall remain unchanged.

03 Responsibilities

- 03.01 Where a Member will be absent due to a Pregnancy/Parental Leave, the Member shall provide written notice to the City Clerk and Director, Human Resources, prior to the commencement of the Leave, indicating the expected start and end dates. The Member shall inform same of any changes pertaining to the end date by giving at least five business days notice.
- 03.02 Council may make temporary appointments to any Committee to cover the Member’s Pregnancy/Parental Leave if the Member is the only Member of Council appointed to that Committee. Any appointments shall be made in accordance with Policy ADM 045, Council Appointments to Committees.
- 03.03 Council may appoint a temporary alternate Member to the Region of Durham’s Council to act in place of the Member on Pregnancy/Parental Leave, and such appointment shall be made in accordance with Sections 267 and 268 of the *Municipal Act* and will be in place for the duration of the Pregnancy/Parental Leave.

- 03.04 Temporary appointments shall cease on the date of the Member's return, as provided by the Member in accordance with Section 03.01 of this Policy.
- 03.05 Members of Council and City staff are responsible for adhering to the parameters of this Policy.
- 03.06 Staff are authorized and directed to take the necessary action to give effect to this Policy.
- 03.07 The City Clerk, or their designate, are delegated the authority to make administrative changes to this Policy that may be required from time to time due to legislative changes or amendments that do not significantly change the intent of the Policy.

From: Paul Bigioni
Director, Corporate Services & City Solicitor

Subject: Procedure By-law Review and Updates
- File: A-1440

Recommendation:

1. That Report CLK 06-23 regarding the Procedure By-law Review and Updates be received;
 2. That the draft By-law, included as Attachment #1 to CLK 06-23, be approved and enacted; and,
 3. That the appropriate City of Pickering Officials be authorized to take such actions as are necessary to give effect to the recommendations in this Report.
-

Executive Summary: This Report is provided to recommend the adoption of an updated Procedure By-law for Pickering City Council and its Committees. The review and proposed updates to the By-law seek to provide improved readability and clarity of meeting procedures, to clarify By-law language, to add new provisions to align with current practices, to increase overall meeting efficiencies, to improve accountability and transparency, and to incorporate the direction and discussions of City Council.

Financial Implications: There are no financial implications associated with this Report.

Discussion: Section 238 of the *Municipal Act, 2001, S.O. 2001, c. 25* (the "Act"), requires every municipality and local board to pass a procedure by-law for governing the calling, place and proceedings of meetings. Although the City's Procedure By-law has been amended several times during the prior Term of Council, most of the amendments were to address the ability to participate electronically during the COVID-19 pandemic as provided through amendments to the *Municipal Act*. Aside from these amendments, the By-law has not undergone a significant review and rewrite since 2012.

In an effort to provide a more readable and modernized By-law that aligns with current City practices, the By-law was reviewed in its entirety and as part of that review, municipal best practices found in the Procedure By-laws of the Durham Region lakeshore municipalities, and the Region of Durham were considered. Where possible, these best practices were incorporated if they provided clarity and a more effective approach to the City of Pickering's meeting procedures.

The following sections demonstrate the main areas of the By-law that have been amended. For ease of reference, and to highlight all of the changes being proposed, both a clean version with all proposed changes included, as well as a tracked changes version of the draft By-law have been included respectively as Attachments #1 and #2 to this Report.

General Changes:

- Revised definitions and the addition of new definitions to provide clarity in the meaning and use of the defined terms throughout the By-law.
- Streamlining sections to remove redundant text, headers, and condensing language and relocating sections where possible, for ease of reading.

Notable Changes:

1. Removal of Section 03.03 and 03.04 relating to pregnancy and parental leave for Members of Council:
 - These provisions were originally written into the Procedure By-law to comply with amendments to the Act in 2019 that required municipalities to adopt a policy regarding pregnancy and parental leaves for Members of Council. It was always the intention of staff to have these provisions included in a standalone policy which is now being presented at the May 1, 2023 Executive Committee and therefore, these sections of the Procedure By-law are no longer required and have been removed.
2. Inclusion of a new Section relating to the annual Executive Committee Budget Meeting to align with current practices. (Section 05.03 (c)).
3. Inclusion of two new Sections to include additional parameters surrounding the holding of Closed Meetings and Education and Training Sessions of Council, and the processes undertaken, to align with current practices. (05.05 and 05.06).
4. Relaxed rules pertaining to attendees in the audience having the ability to record the meeting or parts of the meetings: (Section 07.09):
 - This language was incorporated to align with municipal best practices as most municipalities now allow for this. Given that all of the City's meetings are currently livestreamed and recorded, there are no major concerns regarding an individual recording any part of an open meeting. Additionally, with the meetings being held in an open, public space, we do not have any policies to prevent such activity. That said, wording has been included in the By-law that despite an attendee being allowed to capture their own video at a public meeting of a Committee or Council, they can only do so as long as it is not disruptive to any part of the Meeting as determined by the Chair. The use of signs and placards are still prohibited to ensure that all attendees are comfortable in participating in Meetings.

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5. The time for mandatory adjournment of a Meeting is proposed to change from midnight to 11:00 pm with the ability for Committee or Council to pass a motion, by majority vote, to extend to midnight: (Section 07.15)
 - In scanning all Durham Region municipalities, all have a mandatory meeting adjournments no later than 11:00 pm, unless there is a suspension of the meeting rules requiring a 2/3 majority vote. Moving the time back to 11:00 pm for Pickering's Procedure By-law, with an added ability to extend to midnight by majority vote, is in keeping with these best practices. It should also be noted that meetings that go beyond the hour of midnight may prohibit public participation and are unduly taxing on Members of Council and staff who have been working throughout the entire day.
 6. In addition to the change in the mandatory adjournment hours, additional wording has been added to guide the process around formally adjourning a meeting at curfew to ensure that if it is a Council Meeting, any business that was conducted prior to the adjournment hour is ratified and confirmed by a Confirmatory By-law so that staff can action those Council decisions made prior to the adjournment: (Section 07.15)
 - This situation occurred recently at the February 27, 2023 Council Meeting that went until 1:00 am and recessed until March 8th. In this situation, as the meeting was recessed, and no confirmatory by-law was adopted, any decisions made on February 27th were not technically ratified and could not be carried out until the confirming by-law was adopted on March 8, 2023 when the Meeting resumed.
 - To avoid this scenario in future, adopting the confirmatory by-law at the mandatory adjournment hour will allow staff to move forward and action any Council decisions made up to that point in the Meeting.
 7. Expansion of the reasons to allow a Member of Council to participate electronically in Committee and Council Meetings: (Section 09.01)
 - Provisions have been included to address the ability for Members to participate electronically for reasons pertaining to illness or medical reasons for not only just the Member, but also for the Member's immediate family member. "Immediate Family Member" has been defined in the By-law as the Member's child, parent or spouse, and aligns with the provisions of the *Municipal Conflict of Interest Act*. These expanded provisions provide flexibility should a Member need to physically be at home to care for a loved one, but still able to fully participate in an electronic Committee or Council Meeting.
 - Wording was also added to allow for a Member to participate electronically if they are away attending to City business, such as attending a conference. Members who are out of Town and attending to City Business may only need to do so during the day and may be able to fully participate in an evening meeting and therefore, these provisions have been expanded to allow for these circumstances.

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- It should be noted that although some procedure by-laws do not place any restrictions on why a Member may participate electronically, the City's approach has always been that a Member participating electronically should be able to be fully engaged in the meeting. To that end, if a Member is away on vacation or attending to their own personal work obligations, it is difficult for that Member to be fully engaged and as a result, the reasons for electronic participation have been limited in this regard.
 - It should be understood that although a Member may participate electronically for certain reasons, they are not obligated to do so. Should a Member be too ill or too involved in caring for a loved one, or consumed with conducting City business at the time the Committee or Council Meeting is held, they have the right to be absent from the Meeting and marked as such under Roll Call.
8. Aside from the new provisions to expand the reasons why a Member may participate in a Meeting electronically, language has also been added to allow for members of the public to delegate electronically by means of a video connection into the Meeting: (Section 09.07 and 09.08)
- Individuals who register as a delegate will be provided with a link to the electronic meeting so that they can appear on camera. Connection in this manner is dependent on the delegate having the appropriate technology in place to do so and should there be any technical difficulties, it in no way negates any part of the meeting or decisions made therein, and the delegate may submit written comments in lieu of their delegation should any technical issues arise.
 - The expansion of these parameters will alleviate the need to have staff attend a Meeting only to call in delegates over the phone resulting in a decrease in overtime costs.
 - As the City has been using an electronic meeting platform for approximately three years now, we are much more comfortable with the software and the process and there are no longer any concerns with sharing the electronic meeting platform link with members of the public who may be delegating in this format.
9. Removal of Invocation and replacing with a Moment of Reflection at Council Meetings: (Section 11.01 and 12)
- In 2015 the Supreme Court of Canada ruled unanimously that the municipal council in the Quebec City of Saguenay could not open its meetings with a prayer and ordered the City and its Mayor to "cease the recitation of the prayer in the chambers where the municipal council meets". An excerpt from the decision reads "The state's duty of religious neutrality results from an evolving interpretation of freedom of conscience and religion. The evolution of Canadian society has given rise to a concept of this neutrality according to which the state must not interfere in religion and beliefs. The state must instead remain neutral in

this regard, which means that it must neither favour nor hinder any particular belief, and the same holds true for non-belief.”

- Since that ruling, most municipalities no longer include an invocation at their Council meetings and many have instead opted for a Moment of Reflection so that any person may reflect on their own personal beliefs. Some municipalities have removed it all together and do not have either an invocation or moment of reflection.
 - The Clerk’s Office received two pieces of correspondence on this matter, one in July of 2020 and the other as recent as December of 2022, and both questioned why the City continued to include the invocation at its Council Meetings despite the Supreme Court ruling.
 - As a result of the Ruling, the best practices of other municipalities, and the correspondence received from members of the public, it is proposed that the invocation be removed and replaced with a silent Moment of Reflection which will be followed by the reading of the Indigenous Land Acknowledgment Statement.
10. Speaking time limits for both Members of Council and the public are proposed to be reduced from ten minutes to five minutes, and additional parameters have been added pertaining to when an individual can delegate to a Committee or Council: (Section 08.01)
- All Durham Region municipalities, with the exception of Clarington, limit the delegation and Member speaking limits to five minutes. Many delegates have demonstrated that a five minute speaking limit is ample time for them to state their position on a matter, and in the spirit of ensuring that meetings are efficient for everyone, it is proposed that Pickering also adopt a five minute speaking limit.
 - Provisions have been included that the delegation speaking limit can be extended for an additional two minutes by way of a majority vote of the Members.
 - Parameters have also been included to ensure that delegates appear at Standing Committees first, rather than Council (with some exceptions), and individuals are not permitted to delegate on matters that have been referred, are not within Council’s jurisdiction, have already been decided, have been deferred and the individual already delegated on the matter when it was originally presented, and matters that are related to reports from the Integrity Commissioner.
11. A new method of circulating correspondence is proposed by way of implementing a weekly Council Correspondence Index (CII) as well as an earlier deadline to request items of correspondence on an agenda: (Section 15)
- Currently any pieces of correspondence that come into the Clerk’s Office are circulated as they are received by email to all Members of Council, the CAO, and Directors. In an effort to provide a more effective approach to the circulation of correspondence, a Council Information Index (CII) is being proposed.

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- The CII will be circulated to all Members of Council, the CAO, and Directors every Friday afternoon by email and will include all pieces of correspondence received in the Clerk's Office for that week and since the release of the previous CII.
 - A Member of Council may request any item from the CII be included on an upcoming Council agenda and in doing so shall make the request to the City Clerk with a copy to all Members of Council, the CAO, and Directors. As part of the request, the Member will also provide a proposed recommendation that will be included with the correspondence on the Council agenda.
 - The CII will provide a weekly resource where all Members and staff can readily access important pieces of correspondence that are received by the City.
12. Language has been added under "Committee Reports" to clearly outline the process should a Standing Committee not make a recommendation to Council: (Section 16)
- As Council is the ultimate approval authority, although a recommendation may not be made by the Executive or Planning & Development Committees, Council still has the authority to consider the matter and dispose of it as Council deems appropriate. Although this is a rare occurrence, the new provisions provide a clear understanding of how this situation will be addressed should it occur.
13. Updates to the Notice of Motion section: (Section 18)
- Currently when a Member submits their finalized motion that was presented through the Notice of Motion (NOM) parameters, they typically provide the signed NOM form to only the Clerk and the seconder of the motion. New provisions are proposed in the By-law requiring the Member submitting the final NOM to copy all Members of Council, the CAO, and appropriate staff on the submission of the motion to the Clerk. This will ensure that all Members and staff are aware of the contents of the motion prior to the publication of the agenda.
 - Provisions have also been included to ensure that Members consult staff on the technical components of the motion to ensure the motion is accurate and actionable, and that it is in keeping with City's Strategic Plan.
 - The deadline to submit the final motion for an agenda has also been changed from Wednesday to the Tuesday prior to the meeting, at noon, to allow more time for staff to finalize the agenda so that it is ready for publication on Thursday.
14. Additional language has been added under "Other Business" to highlight the importance of consulting with the CAO to ensure that the date to report back on any substantive report is conducive to current staff workplans and priorities so that a mutually agreed upon date can be included in the motion. (Section 21)
15. Several sections of the By-law now include reference to the Supplemental Information Package (SIP): (Sections 01 bb), 07.02, and 08.01.)

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- Use of the SIP has been our practice for quite some time and these provisions have been included to demonstrate how the SIP is used and distributed and provisions surrounding when a Member requests an item from the CII be included on an upcoming Council agenda.
16. A more robust overview of the language and provisions pertaining to rules of debate, motions and precedence of motions, to align with Roberts Rules of Order, has also been added and provides clarity and practical guidance in how those motions are carried out. The provisions align with current procedural practices, however, they provide a more detailed overview which was not articulated in earlier versions of the By-law. (Section 24)

In addition to the notable changes above, the start time for Council Meetings was also considered and staff looked into the possibility of starting Council Meetings at an earlier time. After a thorough review, and due to some of the additional efficiencies that have been written into the bylaw to provide for more efficient meetings, it is being recommended that the current 7:00 pm start time continue for the time being. In scanning Durham Region municipalities, only the City of Oshawa and the Region of Durham hold Council meetings at 9:30 am, and Uxbridge holds two Council meetings per month, one at 10:00 am and one at 7:00 pm. All other municipalities start at 6:00 pm or later.

As the City of Pickering frequently holds in-camera sessions prior to regular council meetings, should Council Meetings begin at 6:00 pm for instance, the in-camera session could need to start as early as 4:30 or 5:00 pm which would result in the Meeting starting in the middle of the dinner hour. Consideration was given to starting Council meetings earlier in the afternoon, however, daytime Meetings are not conducive to public engagement or for Members of Council who may be working during the day. Therefore, it is proposed to continue to hold Regular Council Meetings at 7:00 pm and should there be a need to revisit this, an amendment to the By-law could be brought forward in future. As noted above, the curfew time is proposed to change to ensure Meetings end at 11:00 pm and the speaking time limits for both delegates and Members of Council has been reduced which should help with the Meeting ending at a more reasonable hour.

Changes Based on Council Direction and Discussions:

At its Meeting held on January 23, 2023, through Resolution #59/23, staff were directed to undertake a review of the City's Boards and Committees Policy and staff were directed to incorporate provisions in the Procedure By-law to provide the ability for Members of Council to provide monthly updates for the Board/Committee in which they are the Council representative. As a result, a new section has been added to the Procedure By-law to outline the order of business for Standing Committees (Section 23) and "Member Updates on Committees" has been included. Member representatives will be given the opportunity to provide any updates pertaining to the Committee's Workplan, mandate or any other matter before the Committee. The provisions also outline that any recommendations arising from a Board/Committee, shall be communicated in accordance with ADM 040, Committees and Taskforces of Council, through the designated staff liaison.

Through discussions with Members of Council, additional provisions were considered as part of the Procedure By-law Review. Staff considered the use of early release reports as undertaken by the Region of Durham, the City of Oshawa and the Municipality of Clarington, however during the review it was discovered that the City of Pickering is one of the few municipalities that publish their Standing Committee agendas 10 days in advance of the Meeting. Language has been strengthened in the By-law to limit the number of reports going directly to Council so that reports can be presented on Standing Committee agendas as much as possible. This will provide adequate time for the public and Members of Council to review and digest the staff reports and time to consult with staff prior to the meeting should Members have any questions.

Other items raised by Members of Council included the ability for Regional Councillors to give Regional Councillor Updates and the implementation of a Question Period at Council Meetings. To that end, the Order of Business for Council Meetings has been updated to include both of these new agenda items. Through research it was discovered that the Town of Ajax, City of Mississauga, and the City of Brampton have incorporated a Question Period into their meeting procedures. Sections 10.01 and 13 outline how the Question Period will be carried out and it is proposed to occur just prior to Delegations. The Question Period will provide enhanced transparency and offers an opportunity for members of the public to ask questions of the Mayor pertaining to any item on a Council agenda. The new provisions for Regional Councillor Updates will provide an opportunity for Regional Councillors to update other Members, City staff and the public on matters that are before Regional Council.

Effective meeting procedures are an integral component of local democracy. They seek to provide accountability and transparency in the decision making process of City Council and preserve the rights of the public and Members to participate and be heard. They also ensure that the business of the municipality can proceed expeditiously, and the public interest is upheld.

To that end, the Procedural By-law has been updated to reflect revisions requested or directed by Council, to facilitate effective participation by Council, staff, and the public during meetings, to streamline and improve the overall readability of the by-law, as well as to align with current practices. The intent of these changes is to simplify meeting practices, and to help foster an environment where the public and all Members of Council are empowered to participate.

As this Term of Council progresses, Legislative Services will monitor these changes to ensure they are operating as intended and make note of further opportunities for improvement and bring forward any recommended changes as needed.

Attachments:

1. Draft Procedure By-law (clean updated version)
 2. Draft Procedure By-law (with tracked changes)
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Prepared By:

Original Signed By:

Susan Cassel
City Clerk

Approved/Endorsed By:

Original Signed By:

Paul Bigioni
Director, Corporate Services & City
Solicitor

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer

The Corporation of the City of Pickering

By-law XXXX/23

Being a by-law to govern the proceedings of Council, any of its Committees, the conduct of its Members, and the calling of meetings.

Whereas, Subsection 238(2) of the *Municipal Act, 2001, S.O. 2001, c.25*, provides that every municipality shall pass a procedure by-law for governing the calling, place and proceedings of meetings.

Now therefore the Council of the Corporation of the City of Pickering hereby enacts as follows:

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01 Definitions

- a) “Act” means The *Municipal Act, 2001, S.O. 2001, c.25*, as amended;
- b) “Chair” means the presiding officer at a Meeting;
- c) “CAO” means the Chief Administrative Officer of the City of Pickering;
- d) “Clerk” means the City Clerk of the City of Pickering;
- e) “Closed Meeting” means a Meeting which is not open to the public for reasons allowed under Section 239 of the Act;
- f) “Committee” means Standing Committees, Ad-Hoc Committees, Advisory Committees, Local Boards, and Taskforces which may be established by Council or as required under statute;
- g) “Council” means the Council of the City of Pickering;
- h) “Councillor” means the city or regional elected representative of a Ward on the Council of the City of Pickering;
- i) “Delegation” means an address to Council or a Committee by one or more persons who are not Members of Council, City staff, consultants, or other individuals hired by the City;
- j) “Deputy Mayor” means the Member appointed to act in place of the Mayor under Section 242 of the Act and in accordance with Policy ADM 045;
- k) “Inaugural Meeting” means the first Meeting of a new Council after a municipal election where the declarations of office are taken;
- l) “Immediate Family Member” means a Member’s child, parent, or spouse;
- m) “Majority” means for the purpose of voting, unless otherwise specified, more than half of the total number of the Members present at the vote and not prohibited from voting by statute;
- n) “Mayor” means the Head of Council for the City of Pickering;
- o) “Meeting” means any regular, special or other Meeting of Council, of a Local Board or of a Committee, where a Quorum of Members is present and the Members discuss or otherwise deal with any matter in a way that materially advances the business or decision making of the Council, Local Board or Committee in accordance with Section 238 of the Act;
- p) “Member” means a member of the Council or Committee;
- q) “Notice of Motion” means advance verbal notice, given by a Member, advising that the motion will be brought forward at a future Meeting for consideration;

- r) “Pecuniary Interest” means a direct or indirect Pecuniary Interest within the meaning of the *Municipal Conflict of Interest Act, RSO 1990, c M.50*, as amended;
- s) “Presentation” means a presentation of a tangible item or recognition to or from the City of Pickering;
- t) “Quorum” means a Majority of the Members elected to Council or the number of Members required for the legal conduct of the business of Council or a Committee;
- u) “Recorded Vote” means the making of a written record of the name and the vote of each Member who votes on a matter;
- v) “Regular Meeting” means a scheduled Meeting held in accordance with the approved annual Committee & Council Meeting Schedule;
- w) “Rules of Procedure” means the rules which are set forth in this By-law;
- x) “Special Meeting” means a Meeting of Council or a Committee that is arranged outside of the normal Committee & Council Meeting Schedule to deal with only specific item(s) of business;
- y) “Standing Committee” means the Executive Committee or the Planning & Development Committee;
- z) “Statutory Public Information Meeting” means a Meeting that is legislated under a statute and hosted by staff, a Standing Committee or Council in order to inform members of the public about a matter.
- aa) “Substantive Report” means a written report, whereby staff are required to gather data/information and perform an analysis of such data/information in order to draw a conclusion and possible recommendation or action based on the analysis which is presented to the appropriate Standing Committee or Council;
- bb) “Supplemental Information Package (SIP)” means a compilation of information pertaining to an upcoming Meeting including but not limited to additional Delegations who registered after the publication of the agenda, written submissions from the public, PDF or PowerPoint presentations related to Delegations and any other information that Members require to aid in their decision-making at a Meeting. Supplemental Information Packages shall be compiled by the Clerk and provided by email to all Members on the business day prior to the date in which the Meeting is held.

- cc) "Two-Thirds" means two-thirds of the Members present at a Meeting and not disqualified from voting on a matter. The calculation shall be as follows:

five of seven Members
four of six Members
four of five Members
three of four Members

02 Application of this By-law

The Rules of Procedure contained in this By-law shall be observed in all proceedings of Council and Committee Meetings. Where a provision is not made in this By-law, the procedure to be followed shall be determined by the Chair in consultation with the Clerk as needed.

03 Duties

03.01 Members

Members of Committee and Council shall come prepared to every Meeting by having read all the material supplied, including agendas, staff reports, and any Supplemental Information. Members shall consult and make inquiries of staff regarding the materials supplied in advance of the Meeting in order to provide for meaningful dialogue and effective decision-making of the Committee or Council.

03.02 The Mayor or Chair shall:

- a) Open the Meetings by taking the chair and calling the Members to order, addressing the business before the Committee or Council, and ruling on matters of procedure.
- b) Receive and submit, in the proper manner, all motions presented by the Members.
- c) Put to a vote all motions, which are moved and seconded, or necessarily arise in the course of the proceedings, and announce the result.
- d) Restrain the Members, when engaged in debate, within the Rules of Procedure.
- e) Enforce on all occasions the observance of order and decorum by the Members and any other persons present at the Meeting.
- f) Call by name, any Member persisting in the breach of the Rules of Procedure and order them to vacate the place in which the Meeting is being held.

- g) Where it is not possible to maintain order, the Chair may, without any motion being put, recess or adjourn the Meeting to a time to be named by the Chair.
- h) Permit questions to be asked through the Chair of any staff in order to provide Members with information to assist any debate when the Chair deems it proper and appropriate.
- i) Ascertain that all Members who wish to speak on a motion have spoken and that the Members are ready to vote, and shall then call the question.
- j) The Chair may speak and/or vote on any question, but if they wish to move or second a motion, they shall first vacate the Chair by designating an Acting Chair to act in their place, until disposition of the item has concluded and they resume the Chair.

04 **Disclosures of Pecuniary Interest**

- 04.01 Where a Member has a Pecuniary Interest as defined in the *Municipal Conflict of Interest Act*, the Member shall, prior to any consideration of the matter at the Meeting, disclose the interest and the general nature thereof. The Member shall not take part in the discussion of, or vote on any question in respect of the matter and shall not attempt in any way whether before, during, or after the Meeting to influence the voting on any such question. Members shall not request the Clerk or other Staff members to provide advice or comment on whether a Member has a Pecuniary Interest. Advice pertaining to whether a Member should declare a Pecuniary Interest shall be obtained by the Member from the City's Integrity Commissioner or the Member's independent lawyer.
- 04.02 Where the Meeting is not open to the public, in addition to declaring the conflict, the Member shall leave the Meeting, or the part of the Meeting during which the matter is under consideration.
- 04.03 Notwithstanding Section 04.02, if the matter under consideration pertains to whether to suspend the remuneration paid to the Member under Subsection 223.4(5) or (6) of the Act, the Member may take part in the discussion of the matter, including making submissions to Council or the local board, as the case may be, and may attempt to influence the voting on any question in respect of the matter, whether before, during or after the Meeting. However, the Member is not permitted to vote on any question in respect of the matter. In the case of a Meeting that is not open to the public, the Member may attend the Meeting or part of the Meeting during which the matter is under consideration but may not vote on the matter.
- 04.04 Where a Member is absent from a Meeting which includes a matter on which they have a Pecuniary Interest, the Member shall disclose the interest at the next Meeting attended by the Member.

- 04.05 The Clerk shall record any declarations of interest made by a Member in the Meeting minutes, noting the matter and the general nature of the declaration.
- 04.06 Any verbal declarations made under this Section shall also be submitted in writing to the Clerk using the prescribed form and shall be made available in the Office of the Clerk through a Disclosure of Interest Registry.

05 Types of Meetings

05.01 Inaugural Meeting

- a) The Inaugural Meeting of Council shall be held no later than the second Monday after Council takes office pursuant to the *Municipal Elections Act*.
- b) The order of business for the first Meeting of Council shall be as follows:
- i) Call to Order/Roll Call
 - ii) Moment of Reflection
 - iii) Indigenous Land Acknowledgment Statement
 - iv) Declarations of Office by Members
 - v) Inaugural address
 - vi) Adjournment

05.02 Regular Council Meetings

All Regular Meetings of the Council shall be held on the fourth Monday of each month at the hour of 7:00 p.m. unless otherwise provided by resolution of the Council. If a Council Meeting falls on a public or civic holiday, the Council shall meet at the same hour on the next following day, which is not a public or civic holiday.

05.03 Regular Standing Committee Meetings

There shall be two Standing Committees; a Planning & Development Committee and an Executive Committee. The Standing Committees shall be organized as follows:

- a) The Planning & Development Committee and the Executive Committee shall be comprised of all Members of Council.
- b) The Executive Committee shall meet on the first Monday of each month at 2:00 p.m., unless otherwise provided by resolution of the Council. If an Executive Committee Meeting falls on a public or civic holiday, the Committee shall meet at the same hour on the next following day, which is not a public or civic holiday. It shall be the duty of the Executive Committee to study and report to Council on matters under the jurisdiction of the Office of the CAO, the Community Services Department, the Corporate Services Department, the Engineering Services Department, Finance Department, the Human

Resources Department, the Fire Services Department, and the Operations Department.

- c) Aside from regularly scheduled Executive Committee Meetings, an annual Executive Committee Budget Meeting shall be included on the annual Committee & Council Meeting Schedule. Executive Committee Budget Meetings shall be chaired by the Mayor and a seconder shall not be required to move motions pertaining to the Budget deliberations. Executive Budget Meetings may be held in a meeting space other than the Council Chambers as deemed appropriate by the Clerk.
- d) The Planning & Development Committee shall meet on the first Monday of each month at 7:00 p.m. unless otherwise provided by resolution of the Council. If a Planning & Development Committee Meeting falls on a public or civic holiday, the Committee shall meet at the same hour on the next following day, which is not a public or civic holiday. It shall be the duty of the Planning & Development Committee to report to Council on matters under the jurisdiction of the City Development Department.

05.04 Special Meetings of Council or a Standing Committee

- a) In addition to Regular Meetings, the Mayor may at any time summon a Special Meeting of Council or a Standing Committee by giving written direction to the Clerk stating the date, time and purpose of the Special Meeting.
- b) Upon written receipt of a petition of the Majority of the Members of Council, the Clerk shall call a Special Meeting for the purpose and at the time and date noted in the petition.
- c) The Clerk shall give all Members notice of a Special Meeting at least twenty-four hours before the time appointed for such Meeting. Notice will deem to have been given on the day that the Notice was delivered by electronic mail to the address provided by the Member of Council to the Clerk for delivery of notices, and in default of provision of such address, to the Member's City Hall office.
- d) The notice to be given shall indicate the nature of the business to be considered, as well as the date, time and place of the Special Meeting.
- e) No business other than that indicated in the notice shall be considered at the Special Meeting.
- f) Special Meetings of Committee or Council are not required to follow the Order of Business described in this By-law, and the business of a Special Meeting may be organized in a manner deemed appropriate by the Clerk.

05.05 Education & Training Sessions

- a) Education & Training Sessions are held as Special Meetings of Council and may either be open or closed to the public.
- b) An Education & Training Session may be held as a Closed Meeting in accordance with Section 239(3.1) of the Act, provided that no Member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council.
- c) Delegations shall not be received at an Education & Training Session as no decisions shall be made or considered.
- d) The agenda for the Education & Training Session shall state the general purpose or purposes for which the Meeting is being held.
- e) Notice of the Education & Training Session shall be given in accordance with the notice provisions of this By-law.
- f) The Clerk, or their designate, shall take minutes describing in general terms each subject matter dealt with at an Education & Training Session.

05.06 Closed Meetings

- a) All Closed Meetings of Council will be held immediately prior to the Regular Council Meeting as an In-camera Session, or by means of a Special Meeting of Council called by the Mayor or by a written petition of the Majority of the Members of Council. Closed Meetings shall only deal with the subject matter(s) that the Closed Meeting was called for.
- b) All Meetings shall be open to the public except where a matter meets one or more of the open meeting exceptions under Section 239(2), 239(3), and 239(3.1) of the Act.
- c) Before holding a Meeting, or part of a Meeting that is to be closed to the public, Council or a Committee must state by resolution, the fact of the holding of the Closed Meeting and the general nature of the matter(s) to be considered.
- d) All information, documentation, deliberations, or decisions received, reviewed, or made at a Closed Meeting, including the detailed agenda, are confidential and must not be released to the public or any individual not entitled to be present at Closed Meetings.
- e) The Clerk will distribute all confidential reports and material for Closed Meetings in sealed envelopes that are marked with each Member's name. Confidential materials that must be emailed to Members or staff shall be password protected and such password provided by way of a separate means of communication.
- f) No voting may take place during a Closed Meeting except if the vote is for a procedural matter or for giving direction or instructions to officers,

employees or agents of the City, or persons retained under contract with the City. Any votes taken in a Closed Meeting shall be by a show of hands unless a Recorded Vote is requested by a Member in accordance with this By-law.

- g) When a Closed Meeting has occurred, the Committee or Council shall rise to open session and the Chair shall state aloud a public report of the general nature of the subject matter considered. Whenever possible, any direction provided to staff shall be presented in a motion duly moved and seconded in the open session. Where it is not possible to report publicly on matters considered during a Closed Meeting, the Chair shall provide a general statement of what occurred during the Closed Meeting and where necessary, may take a vote to approve the confidential direction provided during the Closed Meeting.
- h) When a decision is made by Council to relay information to the public regarding a Closed Meeting item, the Mayor or the Mayor's designate, will release the information.
- i) The response of Members to inquiries about any matter dealt with by a Committee or Council at a Closed Meeting, prior to it being reported publicly, must be "no comment", or words to that effect. No Member shall release or make public any information considered at a Closed Meeting, or discuss the contents of such Meeting with anyone other than Members or staff who were present at the Closed Meeting.
- j) In accordance with Policy ADM 070, Code of Conduct, any violations pertaining to the disclosure of confidential information, may be investigated by the City's Integrity Commissioner and any findings or recommended sanctions shall be reported to Council by the Integrity Commissioner in accordance with the provisions of the Code of Conduct.
- k) A person may request an investigation of whether a municipality or local board has complied with Section 239 of the Act, or the Procedure By-law, in respect to a Closed Meeting or part of a Closed Meeting, by contacting the Ombudsman appointed under the *Ombudsman Act*, if the municipality has not appointed a closed meeting investigator.

05.07 Statutory Public Meetings

- a) Statutory Public Meetings shall be held at the appropriate Standing Committee Meeting, as required by statute, or by Council, or when considered desirable by staff.
- b) Appropriate advertising shall be undertaken as required by statute, by-law or in accordance with City policy, to advise interested persons of the subject matter, date and time of the Meeting where the matter will be considered.

- c) When appropriate, Statutory Public Meetings may also be held at Special or Regular Meetings of Council.

05.08 Other Committee Meetings

All Committees of Council are required to adhere to this Procedure By-law and the Committee's Terms of Reference, however, in accordance with Policy ADM 040, a Committee may choose to adopt simplified Procedures, subject to the approval of the Clerk.

05.09 Ad Hoc Committee

Council may at any time appoint a special or ad hoc Committee to enquire into and report on any matter. Ad Hoc Committees shall be established in accordance with Policy ADM 040, Committees and Taskforces of Council, and shall be subject to all Meeting provisions contained in this By-law. When an Ad Hoc Committee has completed its work and made its report to Council, the Committee shall be deemed to be dissolved. Ad Hoc Committees shall not be established for a term longer than one year.

05.10 Upper Tier Council Meetings – Appointment of Alternate Member

Council may appoint one of its Members as an Alternate Member of the Upper Tier Council to act in place of any Regional Councillor when they are unable to attend a meeting of the Upper Tier Council for any reason, subject to the following limitations:

- a) No more than one Alternate Member may be appointed during the term of Council;
- b) Notwithstanding Section 05.10 a), if the seat of the appointed Alternate Member becomes vacant, Council may appoint another of its Members as an Alternate Member for the remainder of the term of Council;
- c) Council may not appoint an alternate for the Alternate Member; and
- d) When acting in their capacity as an Alternate Member on the Upper Tier Council, the Alternate Member shall adhere to all policies, procedures, practices, and codes of conduct established by the Upper Tier Council.

06 **Notification of Meetings**

06.01 Public Notification

Public notification shall be deemed to have been given by the posting of the Committee or Council agenda on the City website as follows:

- a) Committee Meetings – by end of day on the Thursday, ten (10) days prior to the Meeting.
- b) Council Meetings – by end of day on the Thursday prior to the Council Meeting.
- c) Special Meetings – at least twenty-four (24) hours preceding the Meeting.
- d) Closed Meetings – at least twenty-four (24) hours preceding the Meeting.

06.02 Emergency Notification

Emergency Meetings may be held, without written notice, to deal with issues that may urgently affect the health or safety of residents. The Clerk shall attempt to notify the public of emergency Meetings as soon as practicably possible and in the most expedient manner available.

06.03 Cancellation/Postponement of Meetings

Any Meeting may be cancelled or rescheduled to a day, time, and place, set out in a written notice from the Clerk, sent to each Member at least twenty-four (24) hours before the scheduled date of the Meeting.

A Meeting may be cancelled if the Clerk determines in advance that Quorum will not be achieved, there are no agenda items, or by way of a resolution of the Committee or Council as the case may be.

Upon notice of a Meeting cancellation or the rescheduling of a Meeting, the Clerk shall attempt to notify the public as soon as practicably possible and in the most expedient manner available.

07 Meetings

07.01 Place of Meetings

All Regular Meetings of the Council and Standing Committees shall be held in the Council Chambers at the City of Pickering Civic Complex, One The Esplanade, Pickering, Ontario, unless otherwise decided by the Mayor and the Clerk.

07.02 Information pertaining to a Committee or Council Meeting including the Meeting agenda, reports and any Supplemental Information Packages shall be sent to all Members.

07.03 Chairing of Meetings

- a) Every Council Meeting shall be chaired by the Mayor, if present;

- b) The Chair of the Standing Committees shall be rotated each Meeting amongst the Councillors, in alphabetical order by last name.

07.04 Absence of Chair

- a) Council Meetings - If the Mayor does not attend within fifteen (15) minutes after the hour is fixed for the holding of the Meeting of the Council and if a Quorum is present, the Deputy Mayor shall preside over the Meeting and have the same authority to Chair the Meeting as the Mayor. Should the Mayor arrive at the Meeting, the Deputy Mayor shall relinquish the Chair back to the Mayor.
- b) When the Mayor and Deputy Mayor are absent from a Meeting or refuse to act, the Council may by resolution appoint another Member to act in the place and stead of the Mayor and Deputy Mayor, and such Member shall have the same authority to Chair the Meeting as the Mayor. Should the Mayor or Deputy Mayor arrive at the Meeting, the Member acting in their stead shall relinquish the Chair back to the Mayor or Deputy Mayor as the case may be.
- c) Standing Committee Meetings – If the Chair does not attend within fifteen (15) minutes after the hour is fixed for the holding of the Meeting of the Committee and if a Quorum is present, the Councillor who is next in alphabetical order to Chair will assume the position of Chair.

07.05 Calling the Meeting to Order

The Chair, as soon after the hour is fixed for the holding of the Meeting, and if a Quorum is present, shall take the Chair and call the Meeting to order and shall ask the Clerk or their designate to conduct a roll call of the Members present or absent from the Meeting.

07.06 Quorum

- a) If a Quorum is not present within fifteen (15) minutes after the time appointed for a Meeting of the Council or Committee, the Clerk shall record the names of the Members present and the Meeting shall stand adjourned until the next Meeting.

07.07 Clerk's Attendance at Meetings

The Clerk or the Clerk's designate, shall be present at all Meetings of Council; however, they may delegate a member of staff to act in their stead at a Committee Meeting.

07.08 Recording of Minutes

- a) The Clerk shall record without note or comment all resolutions, decisions and other proceedings at a Meeting, whether it be an open or Closed Meeting;

- b) The record required by the Act in respect of a Meeting, shall be made by:
 - i) The Clerk, or the Clerk's designate, in the case of a Meeting of Council; or
 - ii) The appropriate City staff, in the case of a Meeting of a Committee.
- c) Except for Recorded Votes, a record or notation of a Member's opposition or favour on any issue will not be recorded in any Meeting minutes.

07.09 Signs, Banners, Emblems, Flags, Cameras, and Video Recordings at Meetings

- a) Meetings may be audio or video recorded, broadcast and/or livestreamed publicly by the City, with the exception of Closed Meetings.
- b) To ensure that all members of the public are comfortable participating in Meetings, signs, banners, emblems, and flags, are prohibited in the Chambers or any space where a Meeting is being held.
- c) Meeting attendees may record all or portions of open Meetings provided that in doing so, it is not disruptive to the Meeting or other attendees.
- d) Should a Meeting attendee violate these Procedures, the Chair may ask that the individual be removed from the Meeting.

07.10 Access to Council Floor

No person except members of Council, the Clerk, and officials authorized by the Clerk:

- a) Shall be allowed on the floor of the place a Meeting is being held while Council or a Committee is sitting;
- b) Material to be distributed to Council during a Meeting can only be distributed by the Clerk or the Clerk's designate.

07.11 Petitions

Petitions presented during a Council or Committee Meeting shall be provided to the Clerk and the Clerk shall process the petition in accordance with the City's procedures pertaining to petitions.

07.12 Change in Order of Business

All business shall be taken up in the order in which it appears on the agenda unless otherwise decided by a Majority vote of the Members present and voting.

07.13 Consideration of Items

Council may consider any matter without referring it to a Committee or may refer it to a Committee or to any number of Committees, and may withdraw a matter from a Committee at any time.

07.14 Staff/Consultant Delegations for Staff Reports

Where possible, a staff report that includes a Consultant Delegation shall be listed first under Matters for Consideration (Standing Committee Agendas) or New and Unfinished Business (Council Agendas), so that the consultant may leave the Meeting after their item has concluded to avoid additional costs to the City should there be a large volume of reports on the agenda.

07.15 Adjournment Hour

- a) All Meetings shall stand adjourned no later than the hour of 11:00 p.m.
- b) In the event the business before Council has not been completed at the hour of 11:00 p.m., the Committee or Council may, by a Majority vote of the Members present, approve an extension of the Meeting to the hour of 12:00 a.m.
- c) Motions to continue past 11:00 p.m. are not debatable.
- d) At 12:00 a.m., any unfinished business shall be deferred to the next Regular Meeting of the Committee or Council, unless a resolution is made to hold the Meeting on another day and time prior to the next Regular Meeting of the Committee or Council. A resolution to hold the Meeting on another day and time requires a Majority vote and if adopted, the Meeting cannot be scheduled sooner than 48 hours after the original Meeting in order to provide Council, staff and interested parties an opportunity to make arrangements to attend the rescheduled Meeting.
- e) In either instance noted above, and if at a Council Meeting, a confirmatory by-law shall be adopted before the original Meeting adjourns in order to ratify the business that has already been conducted. Items deferred to another Council Meeting agenda will be confirmed through the Confirmatory By-law of that Meeting. Delegations shall not be permitted for items that are deferred to a future Meeting under this Section as they would have already had opportunity to delegate at the original Meeting.

08 Delegations

08.01 Delegations

- a) Delegations shall be directed to the appropriate Standing Committee having charge of the matter which is the subject of the Delegation.
- b) Delegations that were not able to attend a Standing Committee Meeting, or that have already appeared at a Standing Committee regarding a particular matter, are permitted to delegate at Council on those matters, however, those who have already delegated at the Standing Committee may only delegate at Council if they have additional or new information about the matter..
- c) Despite clause a) above, a Delegation may delegate directly to Council if the matter in which they are delegating did not first appear at a Standing Committee or if the Clerk determines that the matter is of an urgent nature and cannot wait for the next applicable Standing Committee Meeting.
- d) All in-person Delegations, for items listed on an agenda, shall register in writing with the Clerk by 12:00 noon on the day of the Meeting.
- e) All electronic Delegations, for item listed on an agenda, shall register in writing with the Clerk by 12:00 noon on the business day prior to the Meeting.
- f) All Delegations for items not listed on an agenda shall register ten (10) days prior to the Meeting.
- g) Delegations that have not registered in writing by the timelines noted above shall only be heard if permitted by a Two-Thirds Majority vote of Members present at the Meeting.
- h) Members of the public may submit written comments in addition to, or in lieu of, a verbal Delegation, by noon on the business day prior to the Meeting and such written comments shall be provided to all Members of Council prior to the Meeting through the Supplemental Information Package.
- i) A Delegation appearing before Council or Committee for items not listed on an agenda shall not be placed on an Agenda to discuss the same matter within six (6) months of the last appearance by the same delegate.
- j) Delegations shall not be permitted to speak before a Committee or Council for the sole purpose of generating publicity for an event, a product or a service.
- k) Delegations shall not be permitted to speak to matters which have been referred to staff for a report until the matter is before a Standing Committee or Council.
- l) Delegations shall not be permitted to speak to matters which are not within Council's jurisdiction.

- m) Delegations shall not be permitted to speak to matters which have been decided upon by Council unless the matter is before Council for reconsideration.
- n) Delegations will not be permitted for deferred items except for those who did not delegate on the matter when it originally appeared before the Committee or Council prior to it being deferred.
- o) Delegations shall not be permitted to speak to a report provided by the City's Integrity Commissioner.
- p) A maximum of five (5) minutes shall be allotted for each Delegation at a Meeting.
- q) A Delegation will not be permitted to take any unused time allocated to another Delegation.
- r) Should there be one or more individuals that register to speak as a group, the group shall be allotted five (5) minutes to delegate.
- s) The 5 minute Delegation speaking limit may be extended by two (2) additional minutes if approved by a motion duly moved and seconded and carried by a Majority vote of the Members present.
- t) Delegations are encouraged not to repeat information presented by an earlier Delegation at the same Meeting.

08.02 Delegations at a Statutory Public Information Meeting

Delegations for Statutory Public Information Meetings, who are participating electronically, must register with the Clerk by noon the business day prior to the Meeting.

Delegations appearing in person for Statutory Public Meetings are encouraged to register with the Clerk by noon on the day of the Meeting. Delegations will be permitted from the gallery without prior registration only during the Statutory Public Information Meeting portion of a Meeting held under the provisions of the required statute, but shall be heard after all Delegations, either electronically or in-person, who have pre-registered with the Clerk by the applicable deadlines.

08.03 Delegations Requesting Action

Delegations which appear at a Meeting and request that action be taken shall, if required by a Majority of the Members present at the Meeting, be referred to City staff for a report that shall be dealt with at a future Meeting. The direction to refer such a matter to City staff shall include the Committee or Council Meeting that the matter shall be presented at.

08.04 Audio Visual Equipment for Delegations

The City's audio visual equipment may be used to assist in presentations by Delegations, provided that permission has been obtained for use of such equipment from the Clerk. All presentation materials must be delivered to the Clerk by 12:00 noon on the Friday before the Meeting at which the Delegation is to appear.

08.05 Priority of Delegations

Delegations shall be listed on the agenda in the order in which the Clerk received the requests. For Statutory Public Information Meetings, where more than one person wishes to make a Delegation on a particular matter, the proponent or their authorized representative, will be listed last in order to afford the proponent the opportunity of making a Delegation after all other interested persons have done so.

08.06 Conduct of the Delegation

- a) The Chair may impose restrictions on any Delegation and any questions to a Delegation for disorder or any other breach of this By-law and, if the Chair rules that the Delegation is concluded, the person or persons appearing shall end the Delegation.
- b) Delegations shall not:
 - i) speak disrespectfully of any person;
 - ii) use offensive words;
 - iii) speak on any subject other than the subject for which they have received approval to address Committee or Council;
 - iv) disobey a decision of the Chair, the Committee or Council;
 - v) debate with other Delegations, City staff, Council Members or the Chair.

08.07 Questions to the Delegation

- a) Upon the completion of a Delegation, any discussion between Members and the Delegation shall be limited to asking questions for clarification and/or obtaining additional, relevant information only.
- b) All questions to a Delegation from Members shall be stated succinctly. Members shall not question a Delegation for the purpose of expanding the scope of the Delegation's remarks or for adding the Member's own statements through the Delegation. Delegations are an opportunity for Delegates, not Members, to make their views known. Questions from Members such as "are you aware", "do you agree" or "wouldn't you say" shall not be permitted as they do not seek clarification or additional relevant information. Members shall not enter into debate with Delegations. Questions to the Delegation shall be presented in a courteous and non-argumentative manner.

- c) Once a motion has been moved and seconded, no further representation from or questions of the Delegation shall be permitted.

09 **Electronic Participation**

- 09.01 A Member of Council may participate electronically in a Meeting that is either open or closed to the public should they be unable to participate in person for reasons pertaining to a medical condition or illness (pertains to either the Member or the Member's Immediate Family Member), City business, or in the event of a situation or pandemic in which physical distancing, limited gatherings or quarantine measures are required by local, provincial or federal public health agencies. A Member of Council participating electronically shall be counted in determining whether or not a Quorum of Members is present at any point in time and shall have all the rights of any other Member who is participating in person.
- 09.02 A Member of a local board, task force, an advisory or ad-hoc committee, may participate electronically in a Meeting that is either open or closed to the public and in doing so may be counted in determining whether or not a Quorum of Members is present at any point in time and shall have all the rights of any other Member who is participating in person.
- 09.03 The Clerk may provide for electronic participation of staff at any Meeting, including the Clerk. The Clerk may also provide for electronic participation for consultants or anyone who has been hired by the City to provide services or expertise on a particular matter or project. Such electronic participation is not limited to an audio connection and consultants may be provided with a link to appear by video during an electronic Meeting.
- 09.04 Notwithstanding the provisions of Section 09.01, the Clerk may provide for electronic participation for all Members of Council should the appropriate meeting space containing the required technology (including the necessary components to operate the livestreaming of the proceedings) not be available for any reason, in order to comply with the open Meeting rules under the Act.
- 09.05 Electronic Meetings are those held by means of telecommunication instruments including but not limited to telephones, video conferencing, computers with internet access and conferencing platforms and software programs. The means used to facilitate an electronic Meeting shall be determined by the Clerk.
- 09.06 A Member must provide sufficient notice to the Clerk, their designate, or the Staff Liaison of a Committee, of their intent to participate electronically in a Meeting to ensure the proper technology is enabled to make electronic participation possible. The Member must give at least 48 hours' notice of their intent to join the Meeting electronically unless extraordinary circumstances apply.
- 09.07 A member of the public may delegate via electronic participation through the use of a video connection into the electronic meeting platform, and the Clerk shall arrange for such Delegations. Delegations connected through video shall not be permitted to activate their camera or microphone unless invited by the Chair to

do so. A member of the public delegating electronically shall abide by all of the Meeting decorum provisions of this By-law.

The Clerk may require any Delegation to participate electronically in the event of any situation (including a pandemic) in which physical distancing, limited gatherings or quarantine measures are required by local, Provincial or Federal public health agencies, or for the reasons outlined in Section 09.04.

- 09.08 Where a member of the public requests to participate electronically, it is the delegate's responsibility to ensure they have the appropriate technology to connect to the Meeting. Where technical issues arise in connecting a Delegate into a Meeting, it shall in no way affect the validity of the Meeting or any action taken at the Meeting. In lieu of a successful electronic connection, members of the public may submit written comments to the Clerk which shall be distributed to all Members of Council after the Meeting.
- 09.09 If the live stream stops working during a Meeting that involves electronic participation (full or hybrid), the Meeting shall recess for 15 minutes while the live streaming issues are resolved. If the issues cannot be resolved during the 15 minute recess, then the Meeting will be adjourned until the live stream is restored.
- 09.10 Subject to these provisions for electronic participation, all other provisions of the Procedure By-law continue to apply and the Chair shall determine and maintain order of the Meeting as needed.

10 **Conduct at Meetings**

10.01 Members of the Public

The Chair will ensure that members of the public are respectful of Council, staff, Delegations and all attendees at the Meeting by not heckling, speaking disruptively, making comments or applauding.

All communication devices shall be set to silent during a Meeting, with the exception of assistive listening devices or other provisions required by persons with disabilities.

10.02 Members of Committee and Council shall:

- a) act in accordance with their Declaration of Office and the provisions of this By-law;
- b) treat the Chair, other Members, staff and delegates from the public with courtesy, respect and good faith;
- c) hold in strict confidence all information concerning matters dealt with in Closed Meetings;
- d) not speak disrespectfully of the Reigning Sovereign, or of any of member of the Royal Family, or of the governor-general, the Lieutenant-Governor

of any Province, of any member of the Senate, the House of Commons of Canada or the Legislative Assembly of the Province of Ontario;

- e) not use offensive words or unparliamentarily language in or against Council or against any Member;
- f) not speak on any subject other than the motion being debated;
- g) not criticize any decision of Council except for the purpose of moving a motion to reconsider a previous decision of Council;
- h) refrain from engaging in private conversations while in a Meeting and from using communication devices in a disruptive manner;
- i) inform the Clerk of their absence prior to any Meeting in which they will be absent.

10.03 Actions When a Member's Behaviour is Inappropriate

The Chair may Call the Member to Order and take one or more of the following actions:

- a) decide that there was no breach of the rule;
- b) ask the Member in breach of the rules to stop the behaviour;
- c) ask the Member to withdraw what was said; or
- d) ask the Member to apologize.

10.04 If previous attempts to call the Member to order have failed, the Chair may refrain from recognizing the Member for the balance of the Meeting, in which case the Member shall not be permitted to speak or vote for the remainder of the Meeting.

11 **Order of Business for Council Meetings**

11.01 The Order of Business for the Regular Meetings of Council shall be as follows:

- a) Call to Order/Roll Call
- b) Moment of Reflection
- c) Indigenous Land Acknowledgment Statement
- d) Disclosure of Interest
- e) Adoption of Minutes
- f) Presentations
- g) Question Period

- h) Delegations
- i) Correspondence
- j) Committee Reports
- k) New and Unfinished Business
- l) Motions and Notices of Motion
- m) By-laws
- n) Confidential Council
- o) Regional Councillor Updates
- p) Other Business
- q) Confirmatory By-law
- r) Adjournment

12 Moment of Reflection and Indigenous Land Acknowledgement Statement

At the Inaugural and all Regular Meetings of Council, the Mayor or Chair shall pause for a silent moment of reflection and after such moment has passed, shall read out the Indigenous Land Acknowledgment Statement.

13 Presentations

- a) Charities, organizations or individuals wishing to address Council to inform Members of special events or achievements, to seek Council's recognition of an event or achievement or to make a presentation to Council shall request the opportunity to be granted Presentation status.
- b) It shall be the duty of the Mayor to make Presentations and to accept Presentations, on behalf of Council, at Meetings of Council. Where a Presentation is made or accepted from an organization on which a Member of Council has been appointed to sit, the Presentation shall be jointly made or accepted with the appointed Member of Council. Where appropriate, Presentations may be made or accepted jointly with another Member or Members of Council at the discretion of the Mayor.
- c) The request for Presentation status shall be submitted to the Clerk, in writing, no later than 14 days preceding the Meeting at which the Presentation is to be made.

14 Question Period

- a) An opportunity will be provided for any member of the public who is physically in attendance at the Meeting, to ask the Mayor a question pertaining to any matter appearing on the Council agenda.
- b) All questions will be answered by the Mayor, unless in the Mayor's opinion the answer could be better provided by another Member of Council or City staff.
- c) The Question Period shall be limited to a total of 20 minutes unless extended by the Mayor/Chair.
- d) The dialogue that takes place during the Question Period shall not be included in the formal Meeting minutes, and there shall be a general statement in the minutes under the Question Period header that states "A general question and answer period ensued". Should a member of the public wish to understand what questions and answers were provided, they may view the meeting video posted on the City's website.

15 Correspondence

- 15.01 Correspondence received in the Clerk's Office for distribution to Council shall be provided through a weekly Council Information Index (CII). The Clerk shall prepare the CII and it shall be delivered to Members of Council every Friday afternoon by email and shall be copied to the CAO, Directors, and any other staff as determined by the Clerk.
- 15.02 Members of Council may pull any item from the CII and make a request in writing to the Clerk to place the item on the next regular Council Meeting agenda under Correspondence. The Member must identify the correspondence number and specific subject matter in their request to the Clerk, and shall copy all Members of Council, the Mayor, and the CAO on such requests. The Member shall also provide the accompanying recommendation relating to the disposition of the correspondence and such recommendation shall be included in the Council Meeting agenda with the item for Council's consideration and disposition as it deems appropriate.
- 15.03 Correspondence shall be presented at Council Meetings only and shall be legibly written or printed, shall not contain any impertinent or improper matter or language and, shall be signed by at least one person and shall be filed with the Clerk by no later than 12:00 noon on the Tuesday before the Council Meeting in which it will be considered.
- 15.04 In addition to correspondence requested by a Member of Council, from time to time, the Clerk shall include correspondence memos from staff pertaining but not limited to, annual work plans and updates from Committees through the designated staff liaison, appointments of Members of Council to various Committees in accordance with Policy ADM 045, and correspondence from the Ombudsman or the City's Integrity Commissioner. Any proposed

recommendations relating to these pieces of correspondence shall be at the discretion of the Clerk and will be included on the Council agenda for Council's consideration and disposition as it deems appropriate. Any correspondence from the Ombudsman or Integrity Commissioner will be provided in the weekly Council Information Index so that Members are aware of and have opportunity to read the correspondence prior to it being printed in a Council agenda.

16 **Committee Reports**

- 16.01 Standing Committee reports shall be forwarded to the first regular Council Meeting following the Meeting of the Standing Committee and shall be listed under the Committee Reports section of the agenda.
- 16.02 Any Reports referred back to staff at a Standing Committee shall be included in the Committee Report with a notation that the matter was referred back to staff at the Committee Meeting. The matter will come before Council in a subsequent Committee Report on a future Council Agenda once the matter has returned to the appropriate Standing Committee Meeting.
- 16.03 Should a Standing Committee not provide a recommendation on a matter, or defeat a staff recommendation, the Clerk shall include the item on the Council agenda as part of the Committee Report and shall include a notation that states "No Committee Recommendation - Council Direction Required". The original staff recommendation shall be listed for reference purposes only to aid Council in their deliberations on the matter. Council may discuss, debate, adopt, amend or defeat the original staff recommendations as it deems appropriate.

17 **New and Unfinished Business**

17.01 Reports of an Urgent Nature

Departmental reports which are deemed by the CAO to be of an urgent nature, due to timing or public importance, and which cannot be presented through the regular Standing Committee cycle, may be listed under the New and Unfinished Business section of a Council agenda for Council's consideration. Whenever possible, staff reports shall be presented to the appropriate Standing Committee rather than going directly to Council to provide as much notice to the public and Council as possible.

17.02 Introduction of a Motion

- a) If a motion by a Member of Council cannot be presented through the Notice of Motion process outlined in this By-law, a Member may, with the consent of Two-Thirds of the Members present, introduce a motion under New and Unfinished Business if the motion is of an urgent nature. Introduction of a motion without prior notice shall only be used in exceptional circumstances as it does not provide for public notice of the matter being presented and considered.

- b) A Member desiring to introduce a Motion must do so in writing to the Clerk in advance of the Meeting when possible.

18 Notices of Motions

- 18.01 A Notice of Motion is required for motions that are initiated by a Member of Council looking to introduce a new matter.
- 18.02 A Member desiring to give notice of a motion must do so verbally at any Meeting, at least ten (10) days prior to the Meeting at which the motion will be presented. Introduction of a notice of motion must be done under "Other Business".
- 18.03 In order to be listed in the applicable Council agenda, a copy of the motion being considered by Council, must be forwarded to the Clerk, signed by the mover and seconder, no later than 12:00 p.m. on the Tuesday prior to the Council Meeting at which the motion will be considered. In providing the motion to the Clerk, the Member shall copy the Mayor, all other Members of Council, the CAO, and Directors, for their information and awareness that the motion will be forthcoming.
- 18.04 The Clerk, upon receipt of a motion described in this Section, shall print the motion in full in the agenda for the Council Meeting at which the matter will be considered.
- 18.05 A motion printed in the agenda need not be read unless requested by a Member and shall be deemed to be in possession of the Council when stated by the Chair at the appropriate time during the Meeting.
- 18.06 A Notice of Motion that has been introduced but does not appear on a Council agenda within two regular Council Meetings shall not be included on any Council agenda, unless otherwise directed by Council. Should the Member wish to bring the matter forward again, notice of the motion at a future Meeting will be required in accordance with the provisions of this By-law
- 18.07 In drafting a motion, Members of Council shall consult with the CAO and/or appropriate City staff, to ensure that any technical information contained in the motion is accurate and actionable and that it aligns with the City's Strategic Plan.
- 18.08 Despite being consulted on the technical information contained in a motion, staff do not have to agree with the merits of the motion being presented by a Member of Council.

19 By-laws

- 19.01 All by-laws shall be passed in a single motion, unless a Member wishes to discuss the contents of a particular by-law or by-laws, in which case the subject by-law(s) shall be removed from the motion and dealt with separately.

- 19.02 Every by-law, when introduced, shall be complete except for the by-law number and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with the provisions of any statute.
- 19.03 Every by-law which has been approved by Council shall be numbered, dated, sealed with the seal of the Corporation, signed by the Mayor and the Clerk and retained by the Clerk as a permanent City record in accordance with the City's Records Retention By-law.

20 **Regional Councillor Updates**

A Regional Councillor may give a verbal update pertaining to matters before the Council of the Regional Municipality of Durham to inform other Members, City staff or the public.

21 **Other Business**

21.01 Other Business

At any Meeting under Other Business, Members may congratulate, report on events and promote upcoming events of public importance or interest however, such comments shall not be included in the official Meeting minutes.

21.02 Notice of Motion

A Member who wishes to give notice of a motion shall do so under "Other Business".

21.03 Substantive Information Reports

A Member may move a motion requesting a substantive report from staff and such motion shall require a seconder and the approval of a Majority of the Members present at a Meeting. Such requests shall identify the appropriate Department and/or Director, the objective(s) of the report, and the Standing Committee or Council Meeting the report is to be presented at. Any Member moving a motion for a Substantive Report shall consult with the CAO to ensure that the timelines for reporting back are consistent with existing staff workplans and priorities.

22 **Confirmatory By-law**

At the conclusion of all Regular and Special Meetings of Council, and prior to adjournment, a By-law shall be brought forward to confirm the proceedings of the Council in respect of all motions, resolutions and other actions taken at the Meeting. A Confirmatory By-law, when introduced, shall be taken as having been read and shall be voted on without debate.

23 **Order of Business for Standing Committee Meetings**

- 23.01 The Order of Business for Regular Standing Committees shall be as follows:

- a) Call to Order/Roll Call
- b) Disclosure of Interest
- c) Delegations
- d) Matters for Consideration
- e) Member Updates on Committees
- f) Other Business
- g) Adjournment

The provisions noted in the preceding section describing the order of business on a Council Agenda shall also apply to the same sections at Standing Committee Meetings. The following provides an explanation of the additional sections contained on Standing Committee agendas.

23.02 Member Updates on Committees

Members may provide updates as the Council representative for a Committee of Council. Such updates shall be limited to a verbal update, and may provide information on the Committee's Workplan, ongoing mandate, or any other matter that is before the Committee. Any recommendations of the Committee must be presented in accordance with Policy ADM 040, Committees and Taskforces of Council, and through the applicable staff liaison for the Committee and shall not be presented during a Member's update on a Committee.

24 Rules of Debate

- 24.01 No Member shall be deemed to have precedence or seniority over any other Member.
- 24.02 When a Member is speaking, no other Member shall interrupt that Member except to raise a point of order or privilege.
- 24.03 During debate, and while the Chair is speaking, or when the Council is engaged in voting, no Member is permitted to disturb the Council by whispering, or walking across the floor, or in any other way except to raise a point of order or privilege.
- 24.04 Any Member may require a motion under discussion to be read at any time during the debate but not so as to interrupt a Member who is speaking. Despite this provision, if a motion is printed in an agenda, there shall not be a requirement for the motion to be read aloud.
- 24.05 Before speaking to a matter or motion, a Member shall raise their hand and be recognized by the Chair prior to speaking to any matter and shall speak through the Chair.

- 24.06 When two or more Members wish to speak, the Chair shall recognize the Member who, in the opinion of the Chair, first signified their intention to speak.
- 24.07 After the Chair has called the vote on a motion, no Member shall speak to the motion, nor shall any other motion be presented until, after the result of the vote has been declared.
- 24.08 A motion in respect of a matter which requires the exercise of a legislative power by Council which is not within its jurisdiction, shall not be in order at a Meeting of Committee or Council unless it is for purposes of requesting a higher level of government to take a specific action or make changes to policy or legislation.
- 24.09 Speaking to a Motion
- A maximum of five (5) minutes shall be allotted to each Member wishing to speak to present their position on the motion. No Member shall speak more than once to the same motion except:
- a) with leave of the Chair, for not more than five (5) additional minutes, in explanation of a material part of their speech which may have been interpreted incorrectly;
 - b) with leave of the Chair, for not more than five (5) additional minutes, after all other Members so desiring have spoken; or
 - c) in reply, as may be allowed with leave of the Chair, by the Member who presented the motion, in which case the Member shall speak for no longer than a five (5) minute period.
- 24.10 Questioning the Motion
- a) A Member may ask a question during the course of debate only for the purpose of obtaining information relating to the motion under discussion and such question must be stated concisely and asked only through the Chair.
 - b) Notwithstanding the above, when a Member has been recognized as the next speaker, such Member may immediately before speaking ask a question through the Chair on the motion under discussion, but only for the purpose of obtaining information, following which the Member shall speak.
- 24.11 Proceedings Decided by Chair
- In all other proceedings of Council, the matter shall be decided by the Chair, subject to an appeal of the Chair's decision by a Member of the Committee or Council.

24.12 Chair's Decision Final Unless Appealed

Unless a Member immediately appeals to the Council the Chair's decision, the decision of the Chair shall be final.

24.13 Appeal of Decision of Chair

A Member may appeal any decision of the Chair. The appeal must occur immediately after the Chair states the decision. If the Member appeals the Chair's decision, it shall be done by a duly moved and seconded motion, and Council shall decide the question without debate and the decision shall be final. The motion before Council would be "Do you support the Chair's ruling, "Yes" or "No". A tie vote sustains the decision of the Chair and the Chair is entitled to vote on the question.

25 Points of Order

25.01 A Member may at any time, raise a point of order to call attention to a violation of the Rules of Procedure and the Member must state the point of order to the Mayor/Chair succinctly. The Mayor/Chair shall then decide on the point of order immediately without debate and advise the Members of the decision.

25.02 A Member may immediately appeal the Mayor/Chair's decision in accordance with the provisions of this By-law.

26 Points of Privilege

26.01 Where a Member considers that the health, safety, rights and/or the integrity of anyone present at the Meeting has been impugned, they may at any time, raise a point of privilege.

26.02 A point of privilege shall take precedent over other matters, but the Members shall not be permitted to enter into any argument or debate. The Mayor/Chair shall decide on the point of privilege immediately and advise the Members of the decision.

26.03 A Member may immediately appeal the Mayor/Chair's decision in accordance with the provisions of this By-law.

26.04 Where the integrity of the staff or the CAO has been impugned, the Mayor/Chair may permit the CAO to make a statement to the Committee or Council.

27 Motions

27.01 Except as otherwise provided in this By-law, all motions must be duly moved and seconded before the motion can be put on the floor for consideration and before the Mayor/Chair can call the question. All motions, including amendments, shall be in writing to ensure that all Members and the public are fully aware of the motion being voted on.

27.02 Direction to staff will be by motion except where the Chair, in consultation with senior City staff at the Meeting determines that a motion is not necessary.

27.03 Once a motion is in the possession of the Committee or Council, the mover may withdraw the motion at any time prior to it being amended or decided and such withdrawal may be made without consent of the seconder.

27.04 Motions in Order of Precedence

The following motions are in order of precedence and can only be made if no motion of higher precedence is on the floor. Motions are listed in order from the bottom to the top. All motions listed below require a Majority vote of the Members present to be carried unless otherwise stated:

- a) Motion to Adjourn
- b) Motion to Recess
- c) Motion to Table
- d) Motion to Call the Question (requires 2/3 Majority)
- e) Motion to Defer
- f) Motion to Refer
- g) Motion to Amend
- h) Motion to Suspend of the Rules (requires 2/3 Majority)
- i) Motion to Divide
- j) Main Motion

27.05 Motion to Adjourn

- a) Is not debatable or amendable;
- b) Is always in order except:
 - i. when a Member is speaking or during the taking of a vote;
 - ii. immediately following the affirmative resolution of a motion that a vote on the matter now be taken; and,
 - iii. when a Member has already indicated to the Chair that they wish to speak on the matter.
- c) If carried, requires that the Meeting end immediately, regardless of the stage of proceedings;
- d) If not carried, a motion to adjourn shall not be made again until further proceedings have been conducted by the Committee or Council;

- e) If the motion is to adjourn to a specific time, and if carried, it suspends the Meeting to continue at such specific time stated.

27.06 Motion to Recess

- a) A motion to recess is not debatable, shall specify the length of the recess, and may only be amended with respect to the length of the recess;
- b) Despite the aforementioned, the Chair may also call a recess for no more than 15 minutes without requiring a motion.

27.07 Motion to Table

- a) A motion to table temporarily sets aside a pending motion (or a series of pending motions) to consider another matter deemed more urgent;
- b) Is not debatable or amendable and shall not include additional instructions;
- c) The matter tabled shall not be considered again until a motion has been made to lift the matter from the table;
- d) If a motion is not taken from the table by the next Regular Meeting of the Committee or Council, the motion dies;
- e) A Member shall not be allowed to speak to a motion and immediately move a tabling motion;
- f) A motion to table is not in order to intentionally kill a motion.

27.08 Motion to Call the Question

- a) A Member may request the Chair call the question by presenting a motion that the question “now be put to a vote”;
- b) Shall require a 2/3 Majority vote of the Members present;
- c) A motion to call the question is not debatable or amendable and cannot be proposed when there is an amending motion under consideration except for the purpose of moving that the amending motion be put to a vote.

27.09 Motion to Defer

- a) A motion to defer a matter to a different time must include time, place, and the purpose of the deferral, and shall be in order after a motion is read or stated by the Chair;
- b) Is debatable and amendable however debate and any amendment shall be confined to the time and place to which the matter shall be deferred;

- c) The deferred matter will return in the same format as originally presented, to the time and place stated in the motion to defer.

27.10 Motion to Refer

- a) A motion to refer a matter to a Committee, Council or City staff must include the body to which it is being referred, the purpose of the referral, and the time in which it shall be returned (if applicable);
- b) A motion to refer a matter is debatable and amendable however debate and any amendment shall be limited to the time and place of the referral;
- c) A motion to refer shall be disposed of by the Committee or Council before the original motion or any other motion pertaining to the original motion and if carried, requires that consideration of the motion cease and the Meeting proceed to the next item of business.

27.11 Motion to Amend

- a) shall be presented in writing whenever possible;
- b) shall be relevant to the main motion;
- c) shall not be in order if it proposes a direct negative to the main motion;
- d) shall be disposed of before the main motion;
- e) Is debatable and amendable;
- f) a motion to amend an amending motion shall be disposed of before the motion to amend the original main motion;
- g) only one motion to amend an amendment to the original motion shall be allowed and any further amendment must be to the original main motion.

27.12 Motion to Suspend the Rules

- a) Any procedure required by this By-law may be suspended by a Two-Thirds Majority vote of the Members present unless otherwise provided for in any Act;
- b) Shall not be used to suspend the rules pertaining to Quorum or the provisions for open Meetings;
- c) A motion to suspend the rules is not debatable or amendable and shall not include additional instructions;
- d) If a motion to suspend the rules is adopted, the Chair shall observe and enforce the Rules of Procedure as altered by the resolution.

27.13 Motion to Divide

A motion containing distinct proposals may be divided and a separate vote shall be taken upon each proposal contained in a motion if decided upon by a Majority vote of the Members present and voting. A motion to divide is not debatable or amendable and shall not included any additional instructions. For clarity, a motion to divide shall be handled as follows:

- a) A main motion is duly moved and seconded;
- b) A mover and seconder move for a “motion to divide” the main motion into separate items so that they may be voted on individually;
- c) The Chair calls the vote on the motion to divide, which is not debatable;
- d) If the motion to divide carries, the Chair will call the vote on the divided items separately and then on the balance of the main motion as applicable.

27.14 Motion to Reconsider a Previous Decision of Council

- a) A Member who voted on the prevailing side of a main motion may move for reconsideration of a decision of Council provided that no action has been taken on any part of the matter that cannot be undone;
- b) A reconsideration motion requires a Two-Thirds Majority vote of the Members present and no discussion of the original motion shall be allowed until the motion for reconsideration has carried;
- c) Reconsideration may be done at the same Meeting in which the matter was decided, and if the motion to reconsider carries, the reconsideration of the original resolution shall become the next order of business;
- d) If not done at the same Meeting in which the matter was decided, a Member may give notice of a motion for reconsideration of the matter at a subsequent Meeting. Such notice shall be given in accordance with Section 18 of this By-law. The resolution being reconsidered will be placed on the next Regular Council agenda under New and Unfinished Business. The previously adopted resolution of Council remains in force unless and until Council adopts a new resolution;
- e) A motion to reconsider is debatable only to the extent of the rationale for reconsidering the matter, and no debate of the matter itself shall be allowed unless the motion to reconsider carries;
- f) No matter shall be reconsidered more than once within 12 months;

- g) A notice of a written decision of the Ontario Land Tribunal (OLT) with regard to an appeal that requires Council to make a new decision, shall not be deemed a reconsideration of a Council decision in accordance with the provisions of this By-law.

27.15 Motion to Rescind

- a) A motion to rescind a previous resolution of Council may be moved by any Member provided that no action has been taken on the matter that cannot be undone. Notice of a motion to rescind a previous decision of Council shall be given in accordance with Section 18 of this By-law;
- b) A motion to rescind is debatable only to the extent of the rationale for rescinding the decision of Council;
- c) A motion to rescind a previous decision requires a Two-Thirds vote of the Members present and if the motion to rescind the prior decision carries, the resolution previously adopted by Council is immediately of no further force or effect;
- d) If it is possible to use a motion to reconsider, the motion to rescind shall not be in order.

28 **Voting**

28.01 Requirement to Vote

All Members present and seated must vote. If a Member is present and does not vote they are deemed to have voted in the negative, except where the Member is disqualified from voting.

28.02 Vote Not Allowed

A Member not in their seat when the question is called by the Chair is not entitled to vote on that question.

28.03 Voting on Amendments

Amendments are voted upon before the main motion and if there are numerous amendments, the Chair may place them in the most logical, practical and expeditious order for consideration.

28.04 Determination of Votes

The manner of determining the decision of Committee or Council on a motion shall be by the prominent show of hands.

28.05 No Secret Voting

No vote may be taken by ballot or any other method of secret voting.

28.06 Decorum While Calling Vote

When the Chair calls for the vote on a motion, each Member shall occupy their seat, and shall remain in their seat, until the result of the vote has been declared by the Chair, and during such time no Member shall cross the floor or speak to any other Member or make any noise or disturbance.

28.07 Disagreement with Result of Vote

If a Member disagrees with the announcement of the Chair that a motion is carried or defeated, the Member may, but only immediately after the declaration by the Chair, object to the declaration and a Recorded Vote shall be taken.

28.08 Recorded Votes

Where a vote of Committee or Council is taken for any purpose, a Member may request, immediately prior or immediately subsequent to the taking of the vote, that the vote be recorded. Each Member present, beginning with the requester of the Recorded Vote, and continuing alphabetically from that Member onward, except a Member who is disqualified from voting by reason of interest or otherwise, shall announce their vote openly and the Clerk shall record each vote. The Mayor shall be called upon to vote following all other Members.

28.09 Vote of the Chair

The Chair, except when disqualified to vote by reason of interest or otherwise, may vote with the other Members on all questions.

29 Contingencies

In all contingencies not provided for in this By-law, the question shall be decided by the Chair and in making such a ruling, the decision shall be based on Robert's Rules of Order.

30 Commencement and Administration

30.01 This by-law shall be administered by the Clerk.

30.02 The Clerk shall be authorized to make minor corrections to any By-law, Motion, Resolution, minutes or other Council document to eliminate technical or typographical errors.

30.03 By-law 7926/22 is hereby repealed.

30.04 The short title of this by-law is the "Procedure By-law".

By-law passed this 23rd day of May, 2022.

Kevin Ashe, Mayor

Susan Cassel, City Clerk

The Corporation of the City of Pickering

By-law XXXX/23

Being a by-law to govern the proceedings of Council, any of its Committees, the conduct of its Members, and the calling of meetings.

Whereas, Subsection 238(2) of the *Municipal Act, 2001, S.O. 2001, c.25*, provides that every municipality shall pass a procedure by-law for governing the calling, place and proceedings of meetings.

Now therefore the Council of the Corporation of the City of Pickering hereby enacts as follows:

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01 Definitions

- a) "Act" means The *Municipal Act, 2001, S.O. 2001, c.25*, as amended;
- b) "Chair" means the ~~person elected or chosen to preside over a Council, Standing Committee or other type~~ presiding officer at a Meeting;
- c) "~~CA~~Chief Administrative Officer" means the Chief Administrative Officer of the City of Pickering;
- d) "Clerk" means the City Clerk of the City of Pickering;
- e) "Closed Meeting" means a Meeting which is not open ~~to~~ for the public ~~attendance;~~ for reasons allowed under Section 239 of the Act;
- f) "Committee" means Standing Committees, Ad-Hoc Committees, ~~and~~ Advisory Committees, Local Boards, and Taskforces which may be ~~appointed~~ established by Council ~~or as required under statute~~ from time to time;
- g) "Council" means the Council of the City of Pickering;
- h) "Councillor" means the city or regional elected representative of a Ward on the Council of the City of Pickering;
- i) "Delegation" means an address to Council or a Committee by one or more persons who are not Members of Council, City staff, ~~or~~ consultants, or other individuals hired by the City;
- j) "Deputy Mayor" means the ~~m~~ Member of Council appointed to act in place of the Mayor under ~~s~~ Section 242 of the Act and in accordance with Policy ADM 045;
- k) "Inaugural Meeting" means the first Meeting of a new Council after a municipal election where the declarations of office are ~~made~~ taken;
- l) "Immediate Family Member" means a Member's child, parent, or spouse;
- ~~h~~ m) "Majority" means ~~greater than 50% for the purpose of voting, unless otherwise specified, more than half of the total number of the Members present at the vote and not prohibited from voting by statute;~~ greater than 50% for the purpose of voting, unless otherwise specified, more than half of the total number of the Members present at the vote and not prohibited from voting by statute;
- ~~m~~ n) "Mayor" means the Head of Council for the City of Pickering;
- ~~n~~ o) "Meeting" means any regular, special or other Meeting of Council, of a Local Board or of a Committee, where a Quorum of Members is present and the Members discuss or otherwise deal with any matter in a way that materially advances the business or decision making of the

Council, Local Board or Committee in accordance with Section 238 of the Act;

~~e)p)~~ “Member” means a member of the Council or Committee;

~~e)q)~~ “Notice of Motion” means advance verbal notice, given by a Member, to Members advising that the motion f a matter on which Council will be brought forward at a future Meeting for consideration asked to take a position;

~~e)r)~~ “Pecuniary Interest” means a direct or indirect Pecuniary Interest within the meaning of the *Municipal Conflict of Interest Act, RSO 1990, c M.50*, as amended;

~~e)s)~~ “Presentation” means a ~~ceremonial~~ presentation of a tangible item or recognition to or from the City of Pickering;

~~e)t)~~ “Public Consultation Meeting” means a Meeting hosted by staff, committee or Council in order to receive input from the public regarding a specific matter;

~~e)u)~~ “Quorum” means a Majority of the Members elected to Council or the number of Members required for the legal conduct of the business of Council or a Committee;

~~e)v)~~ “Recorded Vote” means the making of a written record of the name and the vote of each Member who votes on a ~~question~~matter;

~~e)w)~~ “Regular Meeting” means a scheduled Meeting held in accordance with the approved annual Committee & Council calendar/schedule of Meetings Schedule;

~~e)x)~~ “Rules of Procedure” means the rules which are set forth in this ~~b~~By-law;

~~e)y)~~ “Special Meeting” means a Meeting of Council or a Committee that is arranged outside of the normal Committee & Council calendar/schedule of Meetings Schedule to deal with only specific item(s) of business;

~~e)z)~~ “Standing Committees” means the Executive Committee or the Planning & Development Committee; ~~and,~~

~~e)aa)~~ “Statutory Public Information Meeting” means a Meeting that is legislated under a statute n Act and hosted by staff, a Standing Committee or Council in order to inform ~~the~~ members of the public about a matter.

- aa) “Substantive Report” means a written report, whereby staff are required to gather data/information and perform an analysis of such data/information in order to draw a conclusion and possible recommendation or action based on the analysis which is presented to the appropriate Standing Committee or Council;
- bb) “Supplemental Information Package (SIP)” means a compilation of information pertaining to an upcoming Meeting including but not limited to additional Delegations who registered after the publication of the agenda, written submissions from the public, PDF or PowerPoint presentations related to Delegations and any other information that Members require to aid in their decision-making at a Meeting. Supplemental Information Packages shall be compiled by the Clerk and provided by email to all Members on the business day prior to the date in which the Meeting is held.
- cc) “Two-Thirds” means two-thirds of the Members present at a Meeting and not disqualified from voting on a matter. The calculation shall be as follows:
five of seven Members
four of six Members
four of five Members
three of four Members

02 Application of this By-law

The Rules of Procedure contained in this By-law shall be observed in all proceedings of Council ~~and shall be the rules of order of business in Council and Committee Meetings. Where~~ In the case for which a provision is not made in this By-law, the procedure to be followed shall be determined by the Chair in consultation with the Clerk as needed ~~a majority vote of the Members present and voting.~~

03 Duties

03.01 ~~Council~~Members

Members of Committee and Council shall come prepared to every Meeting by having read all the material supplied, including agendas, ~~and staff reports, and any Supplemental Information, to facilitate discussion and the determination of action at the Meeting. Whenever possible, the Member(s)~~ shall consult and make inquiries of staff regarding the materials supplied in advance of the Meeting in order to provide for meaningful dialogue and effective decision-making of the Committee or Council.

03.02 The Mayor or Chair shall:

- a) Open the Meetings by taking the chair and calling the Members to order, addressing the business before the Committee or Council, and ruling on matters of procedure.
- ~~Announce the business before Council or the Committee and the order in which it is to be acted upon.~~
- b) Receive and submit, in the proper manner, all motions presented by the Members.
- c) Put to a vote all motions, which are moved and seconded, or necessarily arise in the course of the proceedings, and announce the result.
- ~~d) Enforce the Rules of Procedure and rule upon all procedural matters.~~
- ~~e)d~~ Restrain the Members, when engaged in debate, within the Rules of Procedure.
- ~~f)e~~ Enforce on all occasions the observance of order and decorum by the Members and any other persons present in-at the ~~Chamber~~Meeting.
- ~~g)f~~ Call by name, any Member persisting in the breach of the Rules of Procedure and ~~to~~ order them to vacate the place~~Chamber~~ in which the Meeting is being held.
- ~~h)g~~ Where it is not possible to maintain order, the Chair may, without any motion being put, recess or adjourn the Meeting to a time to be named by the Chair.
- ~~i)h~~ Permit questions to be asked through the Chair of any staff in order to provide Members with information to assist any debate when the Chair deems it proper and appropriate.
- ~~j) Rule on any points of order or points of privilege without debate or comment.~~
- ~~k) Rule whether a motion or proposed amendment is in order.~~
- ~~h)i~~ Ascertain that all Members who wish to speak on a motion have spoken and that the Members are ready to vote, and shall then call the question.
- ~~m) The Chair may speak and/or vote on any question, but if they wish to make-move or second a motion, they shall first ~~leave-vacate~~ the Chair by designating an Acting Chair to act in their place, until disposition of the item has concluded and they resume the Chair.~~
- ~~n) —~~

~~e) Call for a motion to adjourn the Meeting when the business is concluded.~~

~~p)j)~~

~~03.03 In accordance with Section 259(1) of the Act, the office of a Member becomes vacant if the Member is absent from the Meetings of Council for three successive months without being authorized to do so by a resolution of Council. This section does not apply to a Member who is absent for 20 consecutive weeks or less if the absence is a result of the Member's pregnancy, the birth of the Member's child or the adoption of a child by the Member.~~

~~03.04 A Member who takes a pregnancy or parental leave shall notify the City Clerk in writing and will continue to be compensated under the Council Compensation Policy for the duration of their leave up to 20 consecutive weeks.~~

04 **Disclosures of Pecuniary Interest Rules**

~~0456.01~~ Where a Member has a Pecuniary Interest as defined in the *Municipal Conflict of Interest Act*, the Member shall, prior to any consideration of the matter at the Meeting, disclose the interest and the general nature thereof. The Member shall not take part in the discussion of, or vote on any question in respect of the matter and shall not attempt in any way whether before, during, or after the Meeting to influence the voting on any such question. Members shall not request the Clerk or other Staff members to provide advice or comment on whether a Member has a Pecuniary Interest. Advice pertaining to whether a Member should declare a Pecuniary Interest shall be obtained by the Member from the City's Integrity Commissioner or the Member's independent lawyer.

~~0456.02~~ Where the Meeting is not open to the public, in addition to declaring the conflict, the Member shall leave the Meeting, or the part of the Meeting during which the matter is under consideration.

~~0456.03~~ Notwithstanding Section ~~046.02~~, if the matter under consideration pertains to whether to suspend the remuneration paid to the Member under Subsection 223.4(5) or (6) of the Act, the Member may take part in the discussion of the matter, including making submissions to Council or the local board, as the case may be, and may attempt to influence the voting on any question in respect of the matter, whether before, during or after the Meeting. However, the Member is not permitted to vote on any question in respect of the matter. In the case of a Meeting that is not open to the public, the Member may attend the Meeting or part of the Meeting during which ~~this~~ the matter is under consideration but may not vote on the matter.

~~0456.04~~ Where a ~~m~~Member is absent from a Meeting which includes a matter on which they have a Pecuniary Interest, the Member shall disclose the interest at the next Meeting attended by the Member.

~~045~~6.05 The Clerk shall record any declarations of interest made by a Member in the Meeting minutes, noting the matter and the general nature of the declaration.

~~045~~6.06 Any verbal declarations made under this Section ~~06.01 of this By-law~~ shall also be submitted in writing to the Clerk using the prescribed form and shall be made available in the ~~e~~Office of the ~~City Clerk~~Clerk through a Disclosure of Interest Registry.

05 ~~Types of Meetings of Council~~

~~045~~.01 Inaugural Meeting

- a) The Inaugural Meeting of Council shall be held no later than the second on the first Monday after Council takes office pursuant to the *Municipal Elections Act*.
- b) The order of business for the first Meeting of Council shall be as follows:
 - i) Call to Order/Roll Call
 - ii) ~~Invocation~~Moment of Reflection
 - iii) Indigenous Land Acknowledgment Statement
 - iv) ~~Swearing in ceremony~~Declarations of Office by Members
 - v) Inaugural address
 - vi) Adjournment

~~045~~.02 Regular Council Meetings

All Regular Meetings of the Council shall be held on the fourth Monday of each month at the hour of 7:00 p.m. unless otherwise provided by resolution of the Council. If a Council Meeting falls on a public or civic holiday, the Council shall meet at the same hour on the next following day, which is not a public or civic holiday, ~~unless otherwise provided by resolution of the Council~~.

~~045~~.03 Regular Standing Committee Meetings

There shall be two Standing Committees: a Planning & Development Committee and an Executive Committee. ~~The Standing Committees shall be, to be considered as Standing Committees of Council for the purposes of this By-law, to be~~ organized as follows:

- a) The Planning & Development Committee and the Executive Committee shall be comprised of all Members of Council.
- b) The Executive Committee shall meet on the first Monday of each month at 2:00 p.m. ~~in the Council Chambers~~, unless otherwise provided by resolution of the Council. If an Executive Committee Meeting falls on a public or civic holiday, the Committee shall meet at

the same hour on the next following day, which is not a public or civic holiday. It shall be the duty of the Executive Committee to study and report to Council on matters under the jurisdiction of the Office of the CAO, the Community Services Department, the Corporate Services Department, the Engineering Services Department, Finance Department, the Human Resources Department, the Fire Services Department, and the Operations Department.

b)c) Aside from regularly scheduled Executive Committee Meetings, an annual Executive Committee Budget Meeting shall be included on the annual Committee & Council Meeting Schedule. Executive Committee Budget Meetings shall be chaired by the Mayor and a seconder shall not be required to move motions pertaining to the Budget deliberations. Executive Budget Meetings may be held in a meeting space other than the Council Chambers as deemed appropriate by the Clerk.

e)d) The Planning & Development Committee shall meet on the first Monday of each month at 7:00 p.m. in the Council Chambers, unless otherwise provided by resolution of the Council. If a Planning & Development Committee Meeting falls on a public or civic holiday, the Committee shall meet at the same hour on the next following day, which is not a public or civic holiday. It shall be the duty of the Planning & Development Committee to ~~study and~~ report to Council on matters under the jurisdiction of the City Development Department.

045.04 Special Meetings of Council or a Standing Committee

- a) In addition to Regular Meetings, the Mayor may at any time summon a Special Meeting of Council or a Standing Committee by giving written direction to the Clerk stating the date, time and purpose of the Special Meeting.
- b) Upon written receipt of a petition of the Majority of the Members of Council, the Clerk shall call a Special Meeting for the purpose and at the time and date ~~mentioned~~ noted in the petition.
- c) The Clerk shall give all Members notice of a Special Meeting at least twenty-four hours before the time appointed for such Meeting. -Notice will deem to have been given on the day that the Notice was delivered by electronic mail to the address provided by the Member of Council to the Clerk for delivery of ~~N~~otices, and in default of provision of such address, to the Member's City Hall office.
- d) The notice to be given shall indicate the nature of the business to be considered, as well as the ~~Special Meeting~~, date, time and place of the Special Meeting.
- e) No business other than that indicated in the notice shall be considered at the Special Meeting.

- e)f) Special Meetings of Committee or Council are not required to follow the Order of Business described in this By-law, and the business of a Special Meeting may be organized in a manner deemed appropriate by the Clerk.

045.05421 Education & Training Sessions

- a) Education & Training Sessions are held as Special Meetings of Council and may either be open or closed to the public.
- b) The An Education & Training Session may be held as a Closed Meeting in accordance with Section 239(3.1) of the Act, provided that no Member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council.
- c) Delegations shall not be received at an Education & Training Session as no decisions shall be made or considered.
- e)d) The agenda for the Education & Training Session shall state Council, in deciding to convene an Education & Training Session, shall designate the general purpose or purposes for which the session Meeting is to be held as permissible under Section 239 of the Municipal Act, 2001.
- d)e) Notice of the Education & Training Session shall be given in accordance with Section 07 the notice provisions of this By-law.
- e) At the Meeting, no member shall discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Council.
- f) The Clerk, or their designate, shall take notes-minutes describing in general terms each subject matter dealt with at an Education & Training Session.

045.0645 Closed Meetings

- a) All Closed Meetings of Council closed to the public will be held immediately prior to the Rregular start time, unless otherwise provided by resolution of Council Council Meeting as an In-camera Session, or by means of a Special Meeting of Council called by the Mayor or by a written petition of the Majority of the Members of Council. Closed Meetings shall , and will only deal with the subject matter(s) that the Closed Meeting was called for Council is authorized to deal with in a closed session.
- b)05.01— a) All Meetings shall be open to the General

- ~~—public except where a matter meets one or more of the open meeting exceptions under Section 239(2), 239(3), and 239(3.1) of the Act. A Meeting or part of a Meeting may be closed to the public if the subject matter being considered is:~~
- ~~a) the security of the property of the municipality or local board;~~
 - ~~b) personal matters about an identifiable individual, including municipal or local board employees;~~
 - ~~c) a proposed or pending acquisition or disposition of land by the municipality or local board;~~
 - ~~d) labour relations or employee negotiations;~~
 - ~~e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;~~
 - ~~f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;~~
 - ~~g) a matter in respect of which council, board, committee or other body may hold a closed meeting under another Act;~~
 - ~~h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;~~
 - ~~i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;~~
 - ~~j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or~~
 - ~~k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.~~
- c) -Before holding a Meeting, or part of a Meeting that is to be closed to the public, Council or a Committee must state by resolution, the fact of the holding of the Closed Meeting and the general nature of the matter(s) to be considered.

~~05.03d) Public Information on Closed Meeting Business~~

~~Before holding a Closed Meeting or part of a Meeting that is to be closed to the public, Council or a Committee must state the fact of the holding of the closed Meeting, and the general nature of the matter to be considered at the closed Meeting and, if the Closed Meeting is an educational or training session the fact that it is closed pursuant to section 239(3.1) of the Act.~~

~~All information, documentation, deliberations, or decisions received, reviewed, or made at a Closed Meeting, including the detailed agenda, are confidential and must not be released to the public or any individual not entitled to be present at Closed Meetings. If a Member of Council wishes to introduce new business at a Closed Meeting, it must be introduced in open session after roll call while Council is still in the Chambers. Two thirds of Council must determine, by vote, whether the matter will be dealt with in closed session that evening. No debate on the issue will take place until the motion to deal with the new business has been decided.~~

~~05.03 — Information — Confidential~~

~~All information, documentation or deliberations received, reviewed, or taken in a Closed Meeting, including the detailed agenda, is confidential and must not be released to the public or any individual not entitled to be present at Closed Meetings.~~

~~05.04e) - Distribution of Confidential Material~~

~~The Clerk must will distribute all confidential reports and material for Closed Meetings in sealed envelopes that are marked with each Member's name. Confidential materials that must be emailed to Members or staff shall be password protected and such password provided by way of a separate means of communication.~~

~~05.05f) - Limits on Voting Actions at Closed Meeting~~

~~No voting may take place during a Closed Meeting except if the vote is for a procedural matter or for giving direction or instructions to officers, employees or agents of the City, or persons retained ~~by or~~ under contract with the City. Any votes taken in a Closed Meeting shall be by a show of hands unless a Recorded Vote is requested by a Member in accordance with this By-law.~~

~~05.06g) When a Closed Meeting has occurred, the Committee or Council shall rise to open session and the Chair shall state aloud a public report of the general nature of the subject matter considered. Whenever possible, any direction provided to staff shall be presented~~

in a motion duly moved and seconded in the open session. Where it is not possible to report publicly on matters considered during a Closed Meeting, the Chair shall provide a general statement of what occurred during the Closed Meeting and where necessary, may take a vote to approve the confidential direction provided during the Closed Meeting
~~Final Decision on Item from Closed Meeting~~

~~Subject to the provisions of Section 239 of the Act, a Closed Meeting agenda item that requires a final decision must be implemented by Council resolution or By-law at a future public Meeting of Council.~~

~~05.07h) Authority to Speak on Closed Meeting Matters~~

~~When a decision is made by Council to relay information to the public regarding a Closed Meeting item, the Mayor or the Mayor's delegate designate, will release the information.~~

~~05.08 Confidential Report~~

~~When a Closed Meeting of Council has been held, a public report of the general nature of the subject matter discussed during the closed portion of the Meeting, shall be read aloud by the Chair when Council rises to the public portion of the Meeting.~~

~~05.098i) Enquiries regarding Closed Meetings~~

~~The response of Members to inquiries about any matter dealt with by a Committee or Council or a Committee at a Closed Meeting, prior to it being reported publicly, must be "no comment", or words to that effect. No Member ~~is allowed to~~shall release or make public any information considered at a Closed Meeting, or discuss the contents of such a Meeting with anyone other than Members or staff who were present at the Closed Meeting.~~

~~05.09j) In accordance with Policy ADM 070, Code of Conduct, any violations pertaining to the disclosure of confidential information, may be investigated by the City's Integrity Commissioner and any findings or recommended sanctions shall be reported to Council by the Integrity Commissioner in accordance with the provisions of the Code of Conduct.~~

~~05.10 Contraventions~~

- ~~a) Any Member who contravenes section 05.07 or section 05.09 is guilty of an offence and upon conviction may be liable to a fine or penalty as provided for in the *Provincial Offences Act*.~~
- ~~b) A decision to prosecute a Member under this section may only be made after Council has met to consider the matter, at which time the~~

~~Member proposed to be prosecuted may be present and has the option of attending with legal counsel. The said Member has the option of requesting that the Meeting be held in public or that it be closed to the public.~~

- ~~c) No prosecution for a contravention of section 05.07 or section 05.09 may be commenced except on the direction of Council, expressed in a resolution of Council.~~

~~05.110k) _Complaints about the Appropriateness of a Closed Meeting~~

~~A person may request that an investigation of whether a municipality or local board has complied with Section 239 of the Act, or the procedure by-law, in respect to a Closed Meeting or part of a Closed Meeting, by contacting the Ombudsman appointed under the *Ombudsman Act*, if the municipality has not appointed a closed meeting investigator.~~

~~045.076~~ Statutory Public ~~Information~~ Meetings

- a) ~~Statutory~~ Public Meetings shall be held at ~~the appropriate~~ Standing Committee Meetings, as required by ~~applicable legislation~~ statute, or by Council, or when considered desirable by staff.
- b) ~~Appropriate advertising shall be undertaken as required by applicable legislation~~ statute, by-law or ~~in accordance with~~ the City policy, to advise interested persons of the subject matter, date and time of the Meeting where the matter will be considered.
- ~~b)c) When appropriate, Statutory Public Meetings may also be held at Special or Regular Meetings of Council.~~

~~045.078~~ Advisory ~~Other~~ Committee Meetings

~~All Advisory Committees of Council are required to adhere to this Procedure By-law and the Committee's general Terms of Reference for all advisory committees, however, in accordance with Policy ADM 040, a Committee may choose to adopt simplified Procedures, subject to the approval of the Clerk. and at the first Meeting following a general municipal election, are required to adopt and approve the specific terms of reference for the committee and forward to Council for approval by no later than March following a municipal election~~

~~All advisory committees are required to present a yearly work plan and annual report on the status of the work plan to Council; and~~

~~Members of Council that serve on Advisory Committees may move, second and vote on items.~~

045.098 ~~Special or~~ Ad Hoc Committee

Council may at any time appoint a special or ad hoc Committee to enquire into and report on any matter. Ad Hoc Committees shall be established in accordance with Policy ADM 040, Committees and Taskforces of Council, and shall be subject to all Meeting provisions contained in this By-law. ~~-When an Special or~~ Ad Hoc Committee has completed its work and made its report to Council, the Committee shall be deemed to be dissolved. Ad Hoc Committees shall not be established for a term longer than one year.

045.109 Upper Tier Council Meetings – Appointment of Alternate Member ~~to Upper Tier Council~~

Council may appoint one of its Members as an Alternate Member of the Upper Tier Council to act in place of any Regional Councillor when they are unable to attend a meeting of the Upper Tier Council for any reason, subject to the following limitations:

- a) No more than one Alternate Member may be appointed during the term of Council;
- b) Notwithstanding Section ~~054.1009 (a)~~, if the seat of the appointed Alternate Member becomes vacant, Council may appoint another of its Members as an Alternate Member for the remainder of the term of Council;
- c) Council may not appoint an alternate for the Alternate Member; and
- d) When acting in their capacity as an Alternate Member on the Upper Tier Council, the Alternate Member shall adhere to all policies, procedures, practices, and codes of conduct established by the Upper Tier Council.

06 Notification of Meetings**067.01 Public Notification**

Public notification shall be deemed to have been given by the posting of the Committee or Council or Committee agenda on the City website and available for public review in the Office of the City Clerk as follows:

- a) Committee Meetings – by end of day 4:00 pm on the Friday on the Thursday, ~~ten (10)~~ days prior to the Meeting ~~date~~.
- b) Council Meetings – by end of day 4:00 pm on the Friday Thursday ~~preceding prior to~~ the Council Meeting.
- c) Special Meetings – at least twenty-four (24) hours preceding the Meeting.
- d) Closed Meetings – at least twenty-four (24) hours preceding the Meeting.

067.02 Emergency Notification

Emergency Meetings may be held, without written notice, to deal with issues that may urgently affect the health or safety of residents. -The Clerk shall attempt to notify the public of emergency Meetings as soon as practicably possible and in the most expedient manner available.

067.03 Cancellation/Postponement of Meetings

Any Meeting may be cancelled or rescheduled to a day, time, and place, set out in a written notice from the Clerk, sent to each Member at least twenty-four (24) hours before the scheduled date of the Meeting.

A Meeting may be cancelled if the Clerk determines in advance that Quorum will not be achieved, there are no agenda items, or by way of a resolution of the Committee or Council as the case may be.

Upon notice of a Meeting cancellation or the rescheduling of a Meeting, the Clerk shall attempt to notify the public as soon as practicably possible and in the most expedient manner available.

07 Meetings**078.01 Place of Meetings**

All Regular Meetings of the Council and Standing Committees shall be held in the Council Chambers at the City of Pickering Civic Complex, One The Esplanade, Pickering, Ontario, unless otherwise decided by resolution of Council~~the Mayor and the City Clerk~~Clerk.

078.1102 ~~Agendas and Minutes~~ Information pertaining to a Committee or Council Meeting including the Meeting agenda, reports and any Supplemental Information Packages shall be sent to all Members.

~~The agendas, minutes and any written notices pertaining to any Standing Committee and Council Meeting shall be sent to all Members of Council.~~

078.023 Chairing of Meetings

- a) Every Council Meeting shall be chaired by the Mayor, if present;
- b) The Chair of the Standing Committees shall be rotated each Meeting amongst the Members of Council~~ors~~, in alphabetical order by last name.

~~**078.08 Meeting Calling the Meeting to Order**~~

~~The Chair, as soon after the hour is fixed for the holding of the Meeting of the Council, and if a Quorum is present, shall take the Chair and call the Meeting~~

~~to order and shall ask the City Clerk or their designate to conduct a roll call of the Members present or absent from the Meeting.~~

078.1004 Absence of Chair

- a) Council Meetings - If the Mayor does not attend within fifteen (fifteen 15) minutes after the hour is fixed for the holding of the Meeting of the Council and if a Quorum is present, the Deputy Mayor ~~who has been appointed to this position in accordance with Policy ADM 045,~~ shall preside over the Meeting and have the same authority to ~~e~~Chair the Meeting as the Mayor ~~would have had, if present.~~ Should the Mayor arrive at the Meeting, the Deputy Mayor shall relinquish the Chair back to the Mayor.
- b) When the Mayor and Deputy Mayor are absent from a Meeting or refuse to act, the Council may by resolution appoint ~~one of its another~~ Members to act in the place and stead of the Mayor and Deputy Mayor, and such Member shall have the same authority to ~~e~~Chair the Meeting as the Mayor. Should the Mayor or Deputy Mayor arrive at the Meeting, the Member acting in their stead shall relinquish the Chair back to the Mayor or Deputy Mayor as the case may be.
- c) Standing Committee Meetings – If the Chair does not attend within fifteen (fifteen-15) minutes after the hour is fixed for the holding of the Meeting of the Committee and if a Quorum is present, the ~~Council Member~~Councillor who is next in alphabetical order to Chair will assume the position of Chair.

07.05 Calling the Meeting to Order

The Chair, as soon after the hour is fixed for the holding of the Meeting, and if a Quorum is present, shall take the Chair and call the Meeting to order and shall ask the Clerk or their designate to conduct a roll call of the Members present or absent from the Meeting.

078.096 Quorum

- a) — If a Quorum is not present ~~one-half hour~~within fifteen (15) minutes after the time appointed for a Meeting of the Council ~~and/or~~ Committee, the Clerk shall record the names of the Members present and the Meeting shall stand adjourned until the next Meeting.
- b) —
- ~~e)a) A majority of the Members elected to the Council shall constitute a quorum.~~

078.037 Clerk's Attendance at Meetings

The ~~City~~ Clerk or the Clerk's designate, shall be present at all Meetings of Council; however, they may delegate a member of staff to act in their stead at a ~~Standing-Committee Meeting~~.

~~078.048~~ Recording of Minutes

- a) The Clerk shall record without note or comment all resolutions, decisions and other proceedings at a Meeting, whether it be an open or a Closed Meeting to the public or not;
- b) The record required by the Act in respect of a Meeting, shall be made by:
 - i) The Clerk, or the Clerk's designate, in the case of a Meeting of Council; or
 - ii) The appropriate City staff officer, in the case of a Meeting of a Committee.
- c) Except for Recorded Votes, a record or notation of a Member's opposition or favour on any issue will not be recorded in any Meeting minutes.

~~08.05~~ Committee Meetings - Rules of Procedure

~~The rules of procedure set out in this By-law shall be observed in Meetings of the Committees insofar as they are applicable, provided that:~~

- ~~a) A report, setting out the recommendations of any Committee, shall be forwarded to the first regular Council Meeting following the Meeting of the Committee.~~

~~078.0956~~ Prohibited—Signs, Banners, Emblems, Flags, Cameras, and Video Recordings at Meetings

- a) Meetings may be audio or video recorded, broadcast and/or livestreamed publicly by the City, with the exception of Closed Meetings.
- ~~a) To ensure that all members of the public are comfortable participating in Meetings:~~
 - b) Signs, banners, emblems, and flags, cameras, audio and video recordings by the public are prohibited in the Chambers or any space where a Meeting is being held, except by permission of the Chair;
 - c) Meeting attendees may record all or portions of open Meetings provided that in doing so, it is not disruptive to the Meeting or other attendees.

d) Should a Meeting attendee violate these Procedures, the Chair may ask that the individual be removed from the Meeting.

b)–

a) ~~Notwithstanding the foregoing, the provisions of section 08.06 shall not apply to City Staff, Rogers Cable or any other media, broadcasting or webstreaming service provider permitted by Council.~~

078.1076 Access to Council Floor

No person except members of Council, the Clerk, and officials authorized by the Clerk:

a) Shall be allowed on the floor of the place a Meeting is being held while Council or a Committee is sitting;

b) Material to be distributed to Council during a Meeting can only be distributed by the Clerk or the Clerk's designate.

07.0711 Petitions

Petitions presented during a Council or Committee Meeting shall be provided to the Clerk and the Clerk shall process the petition in accordance with the City's procedures pertaining to petitions.

07404.012 Change in Order of Business

All business shall be taken up in the order in which it appears on the agenda unless otherwise decided by a Majority vote ~~of the majority~~ of the Members present and voting.

078.123 Consideration of Items

Council may consider any matter without referring it to a Committee or may refer it to a Committee or to any number of Committees, and may withdraw a matter from a Committee at any time.

07245.0214 Staff/Consultant Delegations for Staff Reports

Where possible, a staff report that includes a Consultant Delegation shall be listed first under Matters for Consideration (Standing Committee Agendas) or New and Unfinished Business (Council Agendas), so that the consultant may leave the Meeting after their item has concluded to avoid additional costs to the City should there be a large volume of reports on the agenda.

078.135 Adjournment Hour/~~All Meetings~~

a) All Meetings shall stand adjourned no later than the hour of 11:00 p.m.

- b) In the event the business before Council has not been completed at the hour of ~~12:00 a.m.~~ 11:00 p.m., ~~then the Committee or~~ Council may, by a Majority vote of ~~all~~ the Members present, approve an extension of the Meeting to the hour of 12:00 a.m.
- c) Motions to continue past 11:00 p.m. are not debatable.
- d) At 12:00 a.m., any unfinished business shall be deferred to the next Regular Meeting of the Committee or Council, unless a resolution ~~of Council~~ is made to ~~reconvene~~ hold the ~~Council Meeting to~~ on another day and time prior to the next Regular Meeting of the Committee or Council. A resolution to ~~reconvene~~ hold the ~~Meeting on~~ another day and time requires a Majority vote. ~~If a resolution of Council to reconvene the Council Meeting to another day prior to the next regular Meeting is~~ and if adopted, the Meeting cannot ~~must~~ be rescheduled ~~not~~ sooner than 48 hours after the original Meeting in order to provide Council, staff and interested parties an opportunity to make arrangements to attend the rescheduled Meeting.
- e) In either instance noted above, and if at a Council Meeting, a confirmatory by-law shall be adopted before the original Meeting adjourns in order to ratify the business that has already been conducted. Items deferred to another Council Meeting agenda will be confirmed through the Confirmatory By-law of that Meeting. Delegations shall not be permitted for items that are deferred to a future Meeting under this Section as they would have already had opportunity to delegate at the original Meeting.

08 Delegations

0814~~35~~.01 Delegations

- a) Delegations ~~are encouraged~~ shall be directed to the appropriate ~~to appear before the~~ Standing Committee having charge of the matter which is the subject of the Delegation.
- b) Delegations that were not able to attend a Standing Committee Meeting, or that have already appeared at a Standing Committee regarding a particular matter, are permitted to delegate at Council on those matters, however, those who have already delegated at the Standing Committee may only delegate at Council ~~have appeared at a Standing Committee regarding a particular matter are permitted to delegate at Council on the same matter only~~ if they and wish have additional remarks to relay ~~additional~~ and/or new information about the matter. ~~about that matter at Council may do so.~~
- c) Despite clause a) above, a Delegation may delegate directly to Council if the matter in which they are delegating did not first appear at a

- Standing Committee or if the Clerk determines that the matter is of an urgent nature and cannot wait for the next applicable Standing Committee Meeting.
- e)d) All in-person Delegations, for items listed on an agenda, shall register in writing with the ~~City Clerk~~Clerk by 12:00 noon on the day of the Meeting~~date~~.
- e)e) All electronic Delegations, for item listed on an agenda, shall register in writing with the ~~City Clerk~~Clerk by 12:00 noon on the business day prior to the Meeting~~date~~.
- e)f) All Delegations for items not listed on an agenda shall register ten (ten ~~{10})~~ days prior to the Meeting~~date~~.
- f)g) Delegations that have not registered in writing by the timelines noted above shall only be heard if permitted by a Two-Thirds Majority vote of Members present at the Meeting.
- g)h) Members of the public may ~~also~~ submit written comments in addition to, or in lieu of, a verbal Delegation, by noon on the business day prior to the Meeting and such written comments shall be provided to all Members of Council prior to the Meeting through the Supplemental Information Package.
- i) A Delegation appearing before Council or Committee for items not listed on an agenda shall not be placed on an Agenda to discuss the same matter within six (six ~~{6})~~ months of the last appearance by the same delegate, ~~unless otherwise approved by Council~~.
- j) Delegations shall not be permitted to speak before a Committee or Council for the sole purpose of generating publicity for an event, a product or a service.
- k) Delegations shall not be permitted to speak to matters which have been referred to staff for a report until the matter is before a Standing Committee or Council.
- l) Delegations shall not be permitted to speak to matters which are not within Council's jurisdiction.
- m) Delegations shall not be permitted to speak to matters which have been decided upon by Council unless the matter is before Council for reconsideration.
- n) Delegations will not be permitted for deferred items except for those who did not delegate on the matter when it originally appeared before the Committee or Council prior to it being deferred.

- ~~o) Delegations shall not be permitted to speak to a report provided by the City's Integrity Commissioner.~~
- ~~h)p) A maximum of five (10-5) minutes shall be allotted for each Delegation to present his/her/their position at a Meeting.~~
- ~~i)g) A Delegation will not be permitted to take any unused time allocated to another Delegation.~~
- ~~j)r) Should there be one or more individuals that register to speak as a group, the group shall be allotted five (5) minutes to delegate.~~
- ~~s) The 5 minute Delegation speaking limit may be extended by two (2) additional minutes if approved by a motion duly moved and seconded and carried by a Majority vote of the Members present.~~
- ~~k)t) Delegations are encouraged not to repeat information presented by an earlier Delegation at the same Meeting.~~

~~0813.02~~ Delegation Time Limit

- ~~a) —.~~

~~1435.032~~ Delegations at a Statutory Public Information Meeting

Delegations for Statutory Public Information Meetings, who are participating electronically ~~in accordance with Section 09 of this By-law~~, must register with the ~~City Clerk~~Clerk by noon the business day prior to the Meeting.

Delegations appearing in person for Statutory Public Meetings are encouraged to register with the ~~City Clerk~~Clerk by noon on the day of the Meeting. Delegations will be permitted from the gallery without prior registration only during the Statutory Public Information Meeting portion of a Meeting held under the provisions of the ~~required statute~~Planning Act, but shall be heard after all Delegations, either electronically or in-person, who have pre-registered with the ~~City Clerk~~Clerk by the ~~applicable~~ deadlines ~~outlined in this By-law~~.

~~081435.043~~ Delegations Requesting Action

Delegations which appear at a Meeting and request that action be taken ~~by the Council~~ shall, if required by a Majority of the Members present at the Meeting, be referred to City staff for a report that shall be dealt with at a future Meeting. The direction to refer such a matter to City staff shall include the Committee or Council Meeting that the matter shall be presented at of Council.

~~081435.054~~ Audio Visual Equipment for Delegations

The City's audio visual equipment may be used to assist in presentations by Delegations, provided that permission has been obtained for use of such equipment from the ~~City Clerk~~Clerk. All presentation materials must be delivered to the Clerk by 12:00 noon on the Friday before the Meeting at which the Delegation is to appear.

081435.065 Priority of Delegations

Delegations shall be listed on the agenda in the order in which the Clerk received the requests. For Statutory Public Information Meetings, where more than one person wishes to make a Delegation on a particular matter, the proponent or their authorized representative, will be listed last in order to afford the proponent the opportunity of making a Delegation after all other interested persons have done so.

081435.076 Conduct of the Delegation

- a) The Chair may ~~curtail~~impose restrictions on any Delegation and any questions to a Delegation for disorder or any other breach of this ~~By-law~~ and, if the Chair rules that the Delegation is concluded, the person or persons appearing shall end the Delegation.
- b) Delegations shall not:
 - i) speak disrespectfully of any person;
 - ii) use offensive words;
 - iii) speak on any subject other than the subject for which they have received approval to address Committee or Council;
 - iv) disobey a decision of the Chair, ~~or the~~ Committee or Council;
 - v) debate with other Delegations, City staff, Council Members or the Chair.

081435.087 Questions to the Delegation

- a) Upon the completion of a Delegation ~~to Committee or Council~~, any discussion between Members and the Delegation shall be limited to ~~Members~~ asking questions for clarification and ~~or~~ obtaining additional, relevant information only.
- b) All questions to a Delegation from Members shall be stated succinctly. ~~Members~~ shall not question a Delegation for the purpose of expanding the scope of the Delegation's remarks or for adding the Member's own statements through the Delegation. Delegations are an opportunity for Delegates, not Members, to make their views known. ~~For example, e~~Questions from Members such as "are you aware", "do you agree" or "wouldn't you say" shall not be permitted as they do not seek clarification or additional relevant information. Members shall not enter into debate with Delegations. ~~Questions to~~

the Delegation shall be presented in a courteous and non-argumentative manner.

- c) Once a motion has been moved and seconded, no further representation from or questions of the Delegation shall be permitted.

09 Electronic Participation

~~0989.01~~ 0989.01 A Member of Council may participate electronically in a Meeting that is either open or closed to the public should they be unable to participate in person for reasons pertaining to a medical condition or illness (pertains to either the Member or reasonsthe Member's Immediate Family Member), illness, City business, or in the event of a situation or pandemic in which physical distancing, limited gatherings or quarantine measures are required by local, provincial or federal public health agencies. A Member of Council participating electronically, and in doing so may shall be counted in determining whether or not a Quorum of ~~m~~M Members is present at any point in time and shall have all the rights of any other Member who is participating in person.

~~0989.02~~ 0989.02 A Member of a local board, task force, ~~or~~ an advisory or ad-hoc committee, may participate electronically in a Meeting that is either open or closed to the public and in doing so may be counted in determining whether or not a Quorum of ~~m~~M Members is present at any point in time and shall have all the rights of any other Member who is participating in person.

~~0989.03~~ 0989.03 The Clerk may provide for electronic participation of staff at any Meeting, including the Clerk. The Clerk may also provide for electronic participation for consultants or anyone who has been hired by the City to provide services or expertise on a particular matter or project. Such electronic participation is not limited to an audio connection and consultants may be provided with a link to appear by videoon screen during an electronic Meeting.

~~0989.04~~ 0989.04 Notwithstanding the provisions of Section 09.01, the Clerk may provide for electronic participation for all Members of Council should the appropriate meeting space containing the required technology (including the necessary components to operate the livestreaming of the proceedings) not be available for any reason, in order to comply with the open Meeting rules under the Act.

~~0989.05~~ 0989.05 Electronic Meetings are those held by means of telecommunication instruments including but not limited to telephones, video conferencing, computers with internet access and conferencing platforms and software programs. The means used to facilitate an electronic Meeting shall be determined by the Clerk.

~~0989.06~~ 0989.06 A Member must provide sufficient notice to the Clerk, their designate, or the Staff Liaison of a Committee, of their intent to participate electronically in a Meeting to ensure the proper technology is enabled to make electronic participation possible. The Member must give at least 48 hours' notice of their

intent to join the Meeting electronically unless extraordinary circumstances apply.

0989.07 A member of the public may delegate via electronic participation through the use of a video connection into the electronic meeting platform, and the ~~City Clerk~~Clerk shall arrange for such Delegations. Delegations connected through video shall not be permitted to activate their camera or microphone unless invited by the Chair to do so. A member of the public delegating electronically shall abide by all of the Meeting decorum provisions of this By-law.

The Clerk may require any Delegation to participate electronically in the event of any situation (including a pandemic) in which physical distancing, limited gatherings or quarantine measures are required by local, Provincial or Federal public health agencies, or for the reasons outlined in Section 09.04.

0989.08 Where a member of the public requests to participate electronically, it is the delegate's responsibility to ensure they have the appropriate technology to connect to the Meeting. Where technical issues arise in connecting a Delegate into a Meeting, it shall in no way affect the validity of the Meeting or any action taken at the Meeting. In lieu of a successful electronic connection, members of the public may submit written comments to the Clerk which shall be distributed to all Members of Council after the Meeting.

0989.089 If the live stream stops working during a Meeting that involves electronic participation (full or hybrid), the Meeting shall recess for 15 minutes while the live streaming issues are resolved. If the issues cannot be resolved during the 15 minute recess, then the Meeting will be adjourned until the live stream is restored.

0989.10 Subject to these provisions for electronic participation, all other provisions of the Procedure By-law continue to apply and the Chair shall determine and maintain order of the Meeting as needed.

10 Conduct at Meetings

14009.01 Members of the Public

The Chair will ensure that members of the ~~P~~public ~~shall beare~~ respectful of Council, staff, Delegations and all attendees at the Meeting by not heckling, speaking disruptively ~~while debate is in progress~~, making comments or applauding.

All communication devices shall be set to silent during a Meeting, with the exception of assistive listening devices or other provisions required by persons with disabilities.

1409.02 ~~Members of Council~~

Members of Committee and Council shall:

- a) act in accordance with their ~~declared Oath~~ Declaration of Office and the provisions of this By-law;
- b) treat the Chair, other Members, staff and delegates from the public with courtesy, respect and good faith;
- c) hold in strict confidence all information concerning matters dealt with in Closed Meetings;
- d) not speak disrespectfully of the Reigning Sovereign, or of any of member of the Royal Family, or of the governor-general, the Lieutenant-Governor of any Province, of any member of the Senate, the House of Commons of Canada or the Legislative Assembly of the Province of Ontario;
- e) not use offensive words or unparliamentarily language in or against Council or against any Member;
- f) not speak on any subject other than the motion being debated;
- g) not criticize any decision of Council except for the purpose of moving a motion to reconsider a previous decision of Council;
- ~~g)h)~~ refrain from engaging in private conversations while in a Meeting and from using communication devices in a disruptive manner;
- ~~h)i)~~ inform the Clerk of their absence prior to any Meeting in which they will be absent.

1409.03 Actions When a Member's Behaviour is Inappropriate

The Chair may Call the Member to Order and take one or more of the following actions:

- a) decide that there was no breach of the rule;
- b) ask the Member in breach of the rules to stop the behaviour;
- c) ask the Member to withdraw what was said; or
- d) ask the Member to apologize.

1409.04 If previous attempts to call the Member to order have failed, the Chair may refrain from decide, not to recognize the Member, for the balance of the eat

Meeting, in which case the Member shall not be permitted to speak or vote for the remainder of the ~~at~~ Meeting.

11 **Order of Business for Council Meetings**

~~11~~1.01 — The Order of Business for the Regular Meetings of Council shall be as follows:

- a) ~~Meeting Called To~~ Order/Roll Call
- b) ~~Invocation~~ Moment of Reflection
- c) Indigenous Land Acknowledgment Statement
- d) Disclosures of Interest
- e) Adoption of Minutes
- f) Presentations
- ~~f~~g) Question Period
- ~~g~~h) Delegations
- ~~h~~i) Correspondence
- ~~i~~j) Committee Reports
- ~~j~~k) New and Unfinished Business
- ~~k~~l) Motions and Notices of Motion
- ~~l~~m) By-laws
- n) Confidential Council
- ~~m~~o) Regional Councillor Updates
- ~~n~~p) Other Business
- ~~o~~q) ~~Confirmation~~ Confirmatory By-law
- ~~p~~r) Adjournment

12 **Moment of Reflection and Indigenous Land Acknowledgement Statement**

At the Inaugural and all Regular Meetings of Council, the Mayor or Chair shall pause for a silent moment of reflection and after such moment has passed, shall read out the Indigenous Land Acknowledgment Statement.

~~12~~13 **Presentations**

~~12~~.01 — Presentations

- a) Charities, organizations or individuals wishing to address Council to inform Members of special events or achievements, to seek Council's recognition of an event or achievement or to make a presentation to Council shall request the opportunity to be granted Presentation status.
- b) It shall be the duty of the Mayor to make Presentations and to accept Presentations, on behalf of Council, at Meetings of Council. Where a Presentation is made or accepted from an organization on which a Member of Council has been appointed to sit, the Presentation shall be jointly made or accepted with the appointed Member of Council. Where ~~otherwise~~ appropriate, Presentations may be made or accepted

jointly with another Member or Members of Council at the discretion of the Mayor.

- c) The request for Presentation status shall be submitted to the Clerk, in writing, no later than 14 days preceding the Meeting at which the Presentation is to be made.

14 Question Period

- a) An opportunity will be provided for any member of the public who is physically in attendance at the Meeting, to ask the Mayor a question pertaining to any matter appearing on the Council agenda.
- b) All questions will be answered by the Mayor, unless in the Mayor's opinion the answer could be better provided by another Member of Council or City staff.
- c) The Question Period shall be limited to a total of 20 minutes unless extended by the Mayor/Chair.
- d) The dialogue that takes place during the Question Period shall not be included in the formal Meeting minutes, and there shall be a general statement in the minutes under the Question Period header that states "A general question and answer period ensued". Should a member of the public wish to understand what questions and answers were provided, they may view the meeting video posted on the City's website.

1315 Correspondence

1546.01 Correspondence received in the Clerk's Office for distribution to Council shall be provided through a weekly Council Information Index (CII). The Clerk shall prepare the CII and it shall be delivered to Members of Council every Friday afternoon by email and shall be copied to the CAO, Directors, and any other staff as determined by the Clerk.

156.02 Members of Council may pull any item from the CII and make a request in writing to the Clerk to place the item on the next regular Council Meeting agenda under Correspondence. The Member must identify the correspondence number and specific subject matter in their request to the Clerk, and shall copy all Members of Council, the Mayor, and the CAO on such requests. The Member shall also provide the accompanying recommendation relating to the disposition of the correspondence and such recommendation shall be included in the Council Meeting agenda with the item for Council's consideration and disposition as it deems appropriate.

156.03 Correspondence shall be presented at Council Meetings only and All correspondence intended to be presented to Council through the Council agenda shall be legibly written or printed, shall not contain any impertinent or

improper matter or language and, shall be signed by at least one person and shall be filed with the Clerk by no later than 12:00 noon on the ~~Wednesday~~ Tuesday before the Council Meeting in which it will be considered ~~of Council~~.

~~156.04~~ 14.023 — The Clerk shall prepare a summary of the substance of all correspondence for inclusion in the agenda. In addition to correspondence requested by a Member of Council, from time to time, the Clerk shall include correspondence memos from staff pertaining but not limited to, annual work plans and updates from Committees through the designated staff liaison, appointments of Members of Council to various Committees in accordance with Policy ADM 045, and correspondence from the Ombudsman or the City's Integrity Commissioner. Any proposed recommendations relating to these pieces of correspondence shall be at the discretion of the Clerk and will be included on the Council agenda for Council's consideration and disposition as it deems appropriate. Any correspondence from the Ombudsman or Integrity Commissioner will be provided in the weekly Council Information Index so that Members are aware of and have opportunity to read the correspondence prior to it being printed in a Council agenda.

14.16 **Committee Reports**

~~1657.01~~ Standing Committee reports ~~that are to be adopted by Council~~ shall be forwarded to the first regular Council Meeting following the Meeting of the Standing Committee and shall be listed under the Committee Reports section of the agenda.

167.02 Any Reports referred back to staff at a Standing Committee shall be included in the Committee Report with a notation that the matter was referred back to staff at the Committee Meeting. The matter will come before Council in a subsequent Committee Report on a future Council Agenda once the matter has returned to the appropriate Standing Committee Meeting.

167.03 Should a Standing Committee not provide a recommendation on a matter, or defeat a staff recommendation, the Clerk shall include the item on the Council agenda as part of the Committee Report and shall include a notation that states "No Committee Recommendation - Council Direction Required". The original staff recommendation shall be listed for reference purposes only to aid Council in their deliberations on the matter. Council may discuss, debate, adopt, amend or defeat the original staff recommendations as it deems appropriate.

15.17 **New and Unfinished Business**

~~1786.01~~ Reports of an Urgent Nature

Departmental reports which are deemed by the Chief Administrative Officer/CAO to be of an urgent nature, due to timing or public importance, and which cannot be presented through the regular Standing Committee cycle,

~~have not been considered by a Standing Committee shall~~ may be listed under the New and Unfinished Business section of a Council ~~the~~ agenda for Council's consideration. Whenever possible, staff reports shall be presented to the appropriate Standing Committee rather than going directly to Council to provide as much notice to the public and Council as possible.

1768.02 Introduction of a Motion

- a) If a motion by a Member of Council cannot be presented through the Notice of Motion process outlined in this By-law, a Member may, with the consent of Two-Thirds of the Members present, introduce a motion under New and Unfinished Business if the motion is of an urgent nature ~~cannot, due to its urgent nature, be properly presented at a Meeting in accordance with Section 17 of this By-law~~ Introduction of a motion without prior notice shall only be used in exceptional circumstances as it does not provide for public notice of the matter being presented and considered.
- b) A Member desiring to introduce a ~~main~~-Motion must do so in writing to the Clerk in advance of the Meeting when possible.

4618 Notices of Motions

~~1879.01~~ A Notice of Motion is required for motions that are initiated by a Member of Council looking to introduce a new matter.

189.02 A Member desiring to ~~give introduce a~~ notice of a motion must do so verbally in writing at any Meeting, at least ten (10) days prior to the Meeting at which the motion will be ~~dealt presented with~~. -Introduction of a notices of motion must be done under as "Other Business".

1879.023 In order to be listed in the applicable Council agenda, a copy of the motion being considered by Council, must be forwarded to the Clerk, signed by the mover and seconder, no later than 12:00 p.m. on the ~~Wednesday~~ Tuesday prior to the Council Meeting at which the motion will be ~~dealt with~~ considered. In providing the motion to the Clerk, the Member shall copy the Mayor, all other Members of Council, the CAO, and Directors, for their information and awareness that the motion will be forthcoming.

1879.034 The Clerk, upon receipt of a motion described in ~~in accordance with~~ this Section, shall print the motion in full in the agenda for the Council Meeting at which the matter will be considered ~~it is to be dealt with~~.

1879.045 A motion printed in the agenda need not be read unless requested by a Member and shall be deemed to be in possession of the Council when stated by the Chair at the appropriate time during the Meeting.

1897.056 A Notice of Motion that has been introduced but does not appear on ~~the a~~ Council agenda within two regular Council Meetings shall not be included on

any Council agenda be removed from the list of upcoming agenda items, unless otherwise directed by Council. Should the Member wish to bring the matter forward again, notice of the motion at a future Meeting will be required in accordance with the provisions of this By-law.

189.07 In drafting a motion, Members of Council shall consult with the CAO and/or appropriate City staff, to ensure that any technical information contained in the motion is accurate and actionable and that it aligns with the City's Strategic Plan.

189.08 Despite being consulted on the technical information contained in a motion, staff do not have to agree with the merits of the motion being presented by a Member of Council.

4719 **By-laws**

191820.01 All by-laws shall be passed in a single motion, unless a Member wishes to discuss the contents of a particular by-law or by-laws, in which case the subject by-law(s) shall be removed from the motion and dealt with separately.

191820.02 Every by-law, when introduced, ~~shall be in typewritten form,~~ shall be complete except for the by-law ~~date and~~ number and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with the provisions of any ~~Act~~ statute.

191820.03 Every by-law which has been ~~passed approved~~ by ~~the~~ Council shall be numbered, dated, sealed with the seal of the Corporation, signed by the Mayor and the Clerk and ~~deposited retained~~ by the Clerk as a permanent City record in accordance with the City's Records Retention By-law ~~in their office for safekeeping~~.

20 **Regional Councillor Updates**

A Regional Councillor may give a verbal update pertaining to matters before the Council of the Regional Municipality of Durham to inform other Members, City staff or the public.

4821 **Other Business**

49214.01 Other Business

At any Meeting under Other Business, Members may congratulate, report on events and promote upcoming events of public importance or interest however, such comments shall not be included in the official Meeting minutes.

49214.02 Notice of Motion

A Member who wishes to give notice of a motion ~~to be brought forward for future Council consideration~~ shall do so under "Other Business".

19214.03 Substantive Information Reports

All Members' ~~may move a motion requesting requests for~~ substantive information ~~or reports~~ from staff and such motion shall require a seconder and the approval of a Majority of the Members present at a Meeting. Such requests shall identify the appropriate Department and/or Director, ~~and the objective(s) of the report, and the Standing Committee or Council Meeting the report is to be presented at~~. Any Member moving a motion for a Substantive Report shall consult with the CAO to ensure that the timelines for reporting back are consistent with existing staff workplans and priorities.

1922 Confirmatory By-law

20.01—At the conclusion of all Regular and Special Meetings of Council, and prior to adjournment, a By-law shall be brought forward to confirm the proceedings actions of the Council in respect of all motions, resolutions and other actions taken ~~subsequent to the last Regular Council at the~~ Meeting. A Confirmatory By-law, when introduced, shall be taken as having been read and shall be voted on without debate.

~~20~~ **Adjournment**

~~21.01~~—~~The Council may adjourn upon a motion approved by the Majority of Members present.~~

23 Order of Business for Standing Committee Meetings

2345.01 —The Order of Business for Regular Standing Committees shall be as follows:

- a) Call to Order/Roll Call
- b) Disclosure of Interest
- c) Delegations
- d) Matters for Consideration
- e) Member Updates on Committees
- f) Other Business
- g) Adjournment

The provisions noted in the preceding section describing the order of business on a Council Agenda shall also apply to the same sections at Standing Committee Meetings. The following provides an explanation of the additional sections contained on Standing Committee agendas.

2345.032 Member Updates on Committees

Members may provide updates as the Council representative for a Committee of Council. Such updates shall be limited to a verbal update, and may provide information on the Committee's Workplan, ongoing mandate, or any other matter that is before the Committee. Any recommendations of the Committee must be presented in accordance with Policy ADM 040, Committees and Taskforces of Council, and through the applicable staff liaison for the Committee and shall not be presented during a Member's update on a Committee.

2424 Rules of Debate

~~24526.01~~ No Member shall be deemed to have precedence or seniority over any other Member.

~~24526.02~~ When a Member is speaking, no other Member shall interrupt that Member except to raise a point of order or privilege.

~~Chair Reads Motion Aloud~~

~~To begin debate, the Chair reads the motion aloud.~~

~~24526.03~~ Decorum During Debate

~~During debate, and while the Chair is speaking, or when the Council is engaged in voting, no Member is permitted to disturb the Council by whispering, or walking across the floor, or in any other way except to raise a point of order or privilege.~~

~~24526.04~~ Any Member may require a motion under discussion to be read at any time during the debate but not so as to interrupt a Member ~~while who is~~ speaking. Despite this provision, if a motion is printed in an agenda, there shall not be a requirement for the motion to be read aloud.

~~24526.05~~ Recognition of Member~~Before speaking to a matter or motion, a Member shall raise their hand and be recognized by the Chair prior to speaking to any matter and shall speak through the Chair. Every Member shall raise their hand and be recognized by the Chair prior to speaking to any matter or motion.~~

~~24526.06~~ Order of Speakers~~When two or more Members raise their handswish to speak, the Chair shall recognize designate the Member who, in the opinion of the Chair, has the floor who shall be the Member who, in the opinion of the Chair, raised first signified their hand firstintention to speak.~~

~~2456.07~~ After the Chair has called the vote on a motion, no Member shall speak to the motion, nor shall any other motion be presented until, after the result of the vote has been declared.

~~2456.08~~ A motion in respect of a matter which requires the exercise of a legislative power by Council which is not within its jurisdiction, shall not be in order at a Meeting of Committee or Council unless it is for purposes of requesting a higher level of government to take a specific action or make changes to policy or legislation.

24526.09 Speaking to a Motion

A maximum of five (10-5) minutes shall be allotted to each Member wishing to speak to present their position on the motion. -No Member shall speak more than once to the same motion except:

- a) with leave of the Chair, for not more than five (5) additional minutes, in explanation of a material part of their speech which may have been interpreted incorrectly;
- b) with leave of the Chair, for not more than five (5) additional minutes, after all other Members so desiring have spoken; or
- c) in reply, as may be allowed with leave of the Chair, by the Member who presented the motion, in which case the Member shall speak for no longer than a five (5) minute period.

22654.107 Questioning the Motion

- a) A Member may ask a question during the course of debate only for the purpose of obtaining information relating to the motion under discussion and such question must be stated concisely and asked only through the Chair.
- b) Notwithstanding the above, when a Member has been recognized as the next speaker, such Member may immediately before speaking ask a question through the Chair on the motion under discussion, but only for the purpose of obtaining information, following which the Member shall speak.

22654.0811 Proceedings Decided by Chair

In all other proceedings of Council, the matter shall be decided by the Chair, subject to an appeal of the Chair's decision by a Member of the Committee or Council on a point of order.

22654.0912 Chair's Decision Final Unless Appealed

Unless a Member immediately appeals to the Council the Chair's decision, the decision of the Chair shall be final.

22654.103 Appeal of Decision of Chair

A Member may appeal any decision of the Chair. The appeal must occur immediately after the Chair states the decision. If the Member appeals the Chair's decision to Council, it shall be done by a duly moved and seconded motion, and Council shall decide the question without debate and the decision shall be final. The question-motion before Council would be "Do you support

the Chair's ruling, "Yes" or "No". A tie vote sustains the decision of the Chair and the Chair is entitled to vote on the question.

25 Points of Order

257.01 A Member may at any time, raise a point of order to call attention to a violation of the Rules of Procedure and the Member must state the point of order to the Mayor/Chair succinctly. The Mayor/Chair shall then decide on the point of order immediately without debate and advise the Members of the decision.

257.02 A Member may immediately appeal the Mayor/Chair's decision in accordance with the provisions of this By-law.

26 Points of Privilege

268.01 Where a Member considers that the health, safety, rights and/or the integrity of anyone present at the Meeting has been impugned, they may at any time, raise a point of privilege.

268.02 A point of privilege shall take precedent over other matters, but the Members shall not be permitted to enter into any argument or debate. The Mayor/Chair shall decide on the point of privilege immediately and advise the Members of the decision.

268.03

A Member may immediately appeal the Mayor/Chair's decision in accordance with the provisions of this By-law.

268.04 Where the integrity of the staff or the CAO has been impugned, the Mayor/Chair may permit the CAO to make a statement to the Committee or Council.

2627 Common Motions

~~2739.01~~ Seconding~~Except as otherwise provided in this By-law, all motions must be duly moved and seconded before the motion can be put on the floor for consideration and before the Mayor/Chair can call the question. All motions, including amendments, shall be in writing to ensure that all Members and the public are fully aware of the motion being voted on.~~

~~A motion must be formally seconded before the Chair can put the question or for it to be recorded in the Minutes.~~

~~2739.02~~ Direction to staff will be by motion except where the Chair, in consultation with senior City staff at the Meeting determines that a motion is not necessary.

~~Withdrawal~~

~~2927.03~~ Once a motion is in the possession of the Committee or Council, the mover may withdraw the motion at any time prior to it being amended or decided and

~~such withdrawal may be made without consent of the seconder. The mover and seconder may withdraw a motion or a notice of motion at any time prior to it being read and, in such event, the motion shall not be included in the minutes of the Meeting.~~

~~After a motion has been read or stated by the Chair, it shall be deemed to be in possession of Council, but may, with the permission of Council, be withdrawn at any time before decision or amendment.~~

2739.034 Motions in Order of Precedence Priority of Disposition

~~The following A-motions are in order of precedence and can only be made if no motion of higher precedence is on the floor. Motions are listed in order from the bottom to the top. All motions listed below require a Majority vote of the Members present to be carried unless otherwise stated; properly before the Committee or Council for decision, must be disposed of before any other motion or matter can be introduced, with the exception of any one of the following:~~

- a) Motion to Adjourn a point of order or personal privilege
- b) Motion to Recesstable
- c) Motion to Table
- d) Motion to Call the Question (requires 2/3 Majority)
- e) ~~to divide~~
- d) ~~that the question be now put~~
- e) Motion to to refer/Defer
- f) Motion to to dRefer
- g) ~~to amend~~
- g) Motion to Amendsuspend any section of the Rules of Procedure
- h) Motion to Suspend of the Rules (requires 2/3 Majority)
- i) Motion to Divide
- h)i) Main Motion
- i) ~~to recess~~
- j) ~~to adjourn.~~

~~23.04~~ Questions of Privilege and Points of Order

~~The Chair shall preserve order and decide points of order and questions of privilege. When a Member has a point of order or question of privilege, it shall be considered and decided immediately.~~

~~The Member shall ask leave of the Chair to rise for the purpose of drawing attention to the matter.~~

~~If leave is granted by the Chair, the Member must state their point to the Chair as succinctly as possible and await the decision of the Chair.~~

~~Once the Chair has made a decision the business of Council shall resume at the point where it was suspended.~~

~~27~~39.055 Motion to Adjourn

- a) Is not debatable or amendable;
- b) Is always in order except:
 - i. when a Member is speaking or during the taking of a vote;
 - ii. immediately following the affirmative resolution of a motion that a vote on the matter now be taken; and,
 - iii. when a Member has already indicated to the Chair that they wish to speak on the matter.
- c) If carried, requires that the Meeting end immediately, regardless of the stage of proceedings;
- d) If not carried, a motion to adjourn shall not be made again until further proceedings have been conducted by the Committee or Council;
- e) If the motion is to adjourn to a specific time, and if carried, it suspends the Meeting to continue at such specific time stated.

279.06 Motion to Recess

- a) A motion to recess is not debatable, shall specify the length of the recess, and may only be amended with respect to the length of the recess;
- b) Despite the aforementioned, the Chair may also call a recess for no more than 15 minutes without requiring a motion.

279.07 Motion to Table

- a) A motion to table temporarily sets aside a pending motion (or a series of pending motions) to consider another matter deemed more urgent;

- b) Is not debatable or amendable and shall not include additional instructions;
- c) The matter tabled shall not be considered again until a motion has been made to lift the matter from the table;
- d) ~~-. A Member shall not be allowed to speak to a motion and immediately move a tabling motion.~~ If a motion is not taken from the table by the next Regular Meeting of the Committee or Council, the motion dies;
- e) A Member shall not be allowed to speak to a motion and immediately move a tabling motion;
- a)f) A motion to table is not in order to intentionally kill a motion.

279.08 Motion to Call the Question

- a) A Member may request the Chair call the question by presenting a motion that the question "now be put to a vote";
- b) Shall require a 2/3 Majority vote of the Members present;
- c) A motion to call the question is not debatable or amendable and cannot be proposed when there is an amending motion under consideration except for the purpose of moving that the amending motion be put to a vote.

23.06

2739.089 Motion to Postpone to a Certain Time/Deferral Motion

- a) A motion to defer a matter to a different time must include time, place, and the purpose of the deferral, ~~if applicable,~~ and shall be in order after a motion is read or stated by the Chair;
- b) Is ~~and~~ debatable and amendable however debate and any amendment shall be confined to the time and place to which the matter shall be deferred;
- c) -.The deferred matter will return in the same format as originally presented, to the time and place stated in the motion to defer.

2739.107 Motion to Referral Motion

- a) A motion to refer a matter to a Committee, Council or City staff must include the body to which it is being referred, the purpose of the referral, and the time in which it shall be returned (if applicable);

b) A motion to refer a matter motion or matter to a Committee or to City staff with instructions is debatable and amendable however debate and any amendment shall be limited to the time and place of the referral;

a)c) A motion to refer but, shall be disposed of by the Committee or Council before the original motion or any other motion pertaining to the original motion and if carried, requires that consideration of the motion cease and the Meeting proceed to the next item of business.

A member who moves a motion to refer shall also include in the motion:

The name of the committee, body or official to whom the motion or amendment is to be referred;
The terms upon which it is to be referred; and
The date or period, if any, within which the matter is to be returned.

2739.0911 - Motion to Amendments

a) ~~A motion to amend:~~

a) ~~—~~

i) ~~shall be presented in writing whenever possible if requested by the Chair;~~

a) ~~—~~

b) ~~shall be relevant to the original main motion;~~

c) ~~shall be disposed of by Council before the original motion; and~~

d) ~~shall not be received in order if it proposes a direct negative to the original main motion;—~~

c) ~~—~~

e) ~~shall be disposed of by Council before the original main motion;~~

d) ~~—~~

e) Is debatable and amendable;

f) ~~a motion to amend an amending motion a motion to amend an amending motion shall be disposed of by Council before the motion to amend the original main motion;~~

f) ~~—~~

g) ~~—~~

h)g) only one motion to amend an amendment to the original motion shall be allowed and any further amendment must be to the original main motion;—

279.12 Motion to Suspend the Rules

23.10

a) Any procedure required by this By-law may be suspended by a Two-Thirds Majority vote of the Members present unless otherwise provided for in any Act;

b) Shall not be used to suspend the rules pertaining to Quorum or the provisions for open Meetings;

c) A motion to suspend the rules is not debatable or amendable and shall not include additional instructions;

a)d) If a motion to suspend the rules is adopted, the Chair shall observe and enforce the Rules of Procedure as altered by the resolution.

23279.4113 Motion to Divide

AA motion containing distinct proposals may be divided and a separate vote shall be taken upon each proposal contained in a motion if decided upon by a Majority vote of the Members present and voting. A motion to divide is not debatable or amendable and shall not included any additional instructions. For clarity, a motion to divide shall be handled as follows:

- a) A main motion is duly moved and seconded;
- b) A mover and seconder move for a “motion to divide” the main motion into separate items so that they may be voted on individually;
- c) The Chair calls the vote on the motion to divide, which is not debatable;
- d) If the motion to divide carries, the Chair will call the vote on the divided items separately and then on the balance of the main motion as applicable.

279.14 Motion to ~~Reconsider~~ Reconsideration ~~at~~ Previous Decision of Council

- a) After a matter has been decided, and if no action on the decided matter has been taken that cannot be undone, anyA Member who voted on the prevailing side in the majority of a main motion may move for reconsideration of a decision of Council provided that no action has been taken on any part of the matter that cannot be undone;
- b) A reconsideration motion requires a Two-Thirds Majority vote of the Members present and no discussion of the original motion shall be allowed until the motion for reconsideration has carried;
- c) Reconsideration may be done at the same Meeting in which the matter was decided, and if the motion to reconsider carries, the reconsideration of the original resolution shall become the next order of business;
- d) If not done at the same Meeting in which the matter was decided, a Member may give notice of a motion for reconsideration of the matter at a subsequent Meeting. Such notice shall be given in accordance with Section 189 of this By-law. The resolution being reconsidered will be placed on the next Regular Council agenda under New and Unfinished Business. The previously adopted resolution of Council remains in force unless and until Council adopts a new resolution;A reconsideration

~~motion requires a two-thirds vote of the Members present. No discussion of the original motion shall be allowed until the motion for reconsideration has carried.~~

- e) A motion to reconsider is debatable only to the extent of the rationale for reconsidering the matter, and no debate of the matter itself shall be allowed unless the motion to reconsider carries;
- f) No matter shall be reconsidered more than once within 12 months;
- a)g) A notice of a written decision of the Ontario Land Tribunal (OLT) with regard to an appeal that requires Council to make a new decision, shall not be deemed a reconsideration of a Council decision in accordance with the provisions of this By-law.

27~~39~~.125 Motion to Rescind

- a) A motion to rescind a previous resolution of Council may be moved by any Member provided that no action has been taken on the matter that cannot be undone. Notice of a motion to rescind a previous decision of Council shall be given requires a majority vote of the Council at a Council Meeting provided that notice in accordance with Section 189 of this By-law;
- b) A motion to rescind is debatable only to the extent of the rationale for rescinding the decision of Council;
- c) A motion to rescind a previous decision requires a Two-Thirds vote of the Members present and if the motion to rescind the prior decision carries, the resolution previously adopted by Council is immediately of no further force or effect as been given at the previous Meeting or in the call of the Meeting and if notice has not been given, a motion to rescind requires a two-thirds vote of the Members present and voting.;
- a)d) If it is possible to use a motion to reconsider, the motion to rescind shall not be in order.

23.13 — Question Stated

~~Immediately preceding a vote, the Chair may state the motion in the form introduced and shall do so if requested by a Member. The motion shall be stated in the precise form in which it will be recorded in the Minutes.~~

~~27~~ 23.14 — No Interruption After Question

~~28-~~

~~29 After the Chair has called the vote on a motion, no Member shall speak to the motion, nor shall any other motion be presented until, after the vote and the result has been declared.~~

~~30-~~

3128 Voting

243028.01 Requirement to Vote

All Members present and seated must vote. If a Member is present and does not vote they are deemed to have voted in the negative, except where the Member is disqualified from voting.

243028.02 Vote Not Allowed

A Member not in their seat when the question is called by the Chair is ~~not~~ entitled to vote on that question.

243028.03 Voting on Amendments

Amendments are voted upon before the main motion and if there are numerous amendments, the Chair may place them in the most logical, practical and expeditious order for consideration.

243028.04 Determination of Votes

The manner of determining the decision of Committee or Council on a motion shall be by the prominent show of hands.

243028.05 No Secret Voting

-No vote may be taken by ballot or any other method of secret voting.

243028.06 Decorum While Calling Vote

When the Chair calls for the vote on a motion, each Member shall occupy their seat, and shall remain in their seat, until the result of the vote has been declared by the Chair, and during such time no Member shall cross the floor or speak to any other Member or make any noise or disturbance.

243028.07 Disagreement with Result of Vote

If a Member disagrees with the announcement of the Chair that a motion is carried or defeated, the Member may, but only immediately after the declaration by the Chair, object to the declaration and a Recorded Vote shall be taken.

243028.08 Recorded Votes of Council

Where a vote of Committee or Council is taken for any purpose, a Member may request, immediately prior or immediately subsequent to the taking of the vote, that the vote be recorded. Each Member present, beginning with the requester of the Recorded Vote, and continuing alphabetically from that Member onward, except a Member who is disqualified from voting by reason of interest or otherwise, shall announce their vote

openly and the Clerk shall record each vote. The Mayor shall be called upon to vote following all other Members.

~~243028.09~~ Vote of the Chair

The Chair, except when disqualified to vote by reason of interest or otherwise, may vote with the other Members on all questions.

~~32 24.10~~ ~~Vote on the Question~~

~~33-~~

~~34 A motion that a vote on the question be now taken:~~

~~35-~~

~~a. cannot be amended or debated;~~

~~36-~~

~~a. cannot be proposed when there is an amending motion under consideration except for the purpose of moving that the amending motion be put;~~

~~37-~~

~~a. when resolved in the affirmative, shall be followed immediately by the original motion which shall be put forward without debate or amendment;~~

~~38-~~

~~a. can only be moved in the following words: "That the question be now put" or "Call the question"; and~~

~~39-~~

~~a. requires a two-thirds vote of the Members present.~~

~~40-~~

~~4129~~ **Contingencies**

~~25.01~~—In all contingencies not provided for in this By-law, the question shall be decided by the Chair and in making such a ruling, the decision shall be based on Robert's Rules of Order.

~~22~~ **Suspension of Rules**

~~26.01~~—Any procedure required by this By-law may be suspended with consent of not less than two-thirds of the Members present.

~~23~~ **Two-Thirds Vote**

~~27.01~~—A two-thirds vote shall be deemed to have been accomplished with the following voting in the affirmative:

~~_____ five of seven Members~~

~~_____ four of six Members~~

~~_____ four of five Members~~

~~_____ three of four Members~~

4230 **Commencement and Administration**

~~28302~~.01 This by-law shall be administered by the ~~City Clerk~~~~Clerk~~.

~~28302~~.02 The ~~City Clerk~~~~Clerk~~ shall be authorized to make minor corrections to any By-law, Motion, Resolution, minutes or other Council document to eliminate technical or typographical errors.

~~28302~~.03 By-law ~~7665/18~~, ~~By-law 7678/19~~, ~~By-law 7685/19~~, ~~By-law 7749/20~~, ~~By-law 7753/20~~, ~~By-law 7771/20~~, and ~~By-law 7781/20~~~~7926/22~~ is-are hereby repealed.

~~28-302~~.04 The short title of this by-law is the "Procedure By-law".

By-law passed this 23rd day of May, 2022.

Kevin Ashe, Mayor

Susan Cassel, City Clerk

From: Sarah Douglas-Murray
Director, Community Services

Subject: Community Festivals and Events Policy
- CUL 070 Community Festivals and Events Policy
- File: A-1440-001

Recommendation:

1. That Council endorse the revisions in CUL 070 Community Festivals and Events Policy, as set out in Attachment 1 to this report, subject to minor revisions acceptable to the Director, Community Services; and
 2. That the appropriate City of Pickering officials be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: Staff have made revisions to update the policy to clarify definitions of Partner Events in “Section 04.08 Partner Events” and added an exemption for “Section 04.11 Signature Parks” for commercial photography/filming in Signature Parks. This update will allow for clearer language of the policy with updated definitions and clarity on the approval process for commercial photography and filming in City parks and facilities. The purpose of this report is to seek Council’s endorsement of this policy update.

Financial Implications: There are no financial implications.

Discussion: The Community Festivals and Events Policy originated in 2017. This policy has been reviewed by staff and updated to reflect workflow efficiencies, provide better access to public spaces and serve our community and event organizers in initiatives to animate spaces within Pickering.

Staff have made the following changes:

- Added a definition for City-led events, clarifying the approval for City-led events are approved by the Director, Community Services. This definition was added for clarity and to ensure this policy provides clear direction on how City-led events are approved.
- Section 04.08 Partner Events has been updated to include a concise description to provide clarity around approvals. The definition of partner events has been simplified to include only events with fireworks, parades and events taking place in Esplanade Park. Due to the central location, high degree of passive use of the park, and regular use of

the park for City-led events, use of Esplanade Park for events requires approval from Council.

- Section 04.11 was updated to reference procedure CUL 070-001 which details the specifications of each signature park including amenities and capacity, clarifying what types of event usage is appropriate in each park.
- An addition has been made to Section 04.11 Signature Parks, allowing requests for use of a Signature Park for commercial film, television, or still photography uses are subject to the City’s policies and procedures for rental of municipal land to the film/photography industry, and do not require Council approval.
- Removed Section 06.11 which stated that City parks will not be closed to the general public during any permitted events. In consultation with event organizers, there is increasing demand to run community festivals and events that are fenced to manage access to the event. This would be used in the case of a ticketed event or to manage event capacity or security.
- The addition of a new 06.11 which states that due to the risk of severe injury to patrons, the use of inflatable amusement devices at events or activities held on City property are prohibited if the device has an inflated floor or surface which patrons interact with, play on or jump on (e.g., bouncy castles), utilizes bungee cords as a means to assist or inhibit the movement of a patron or includes an inflated slide or roof.

An update to these sections will streamline processes for community events, align the policy with recent practice and reduce the City’s risk of liability and potential insurance claims associated with the use of inflatable amusement devices on City property.

At this time, staff are requesting Council approval of this Policy update.

Attachment:

1. Draft CUL070 Community Festivals and Events Policy – Clean Copy
2. Draft CUL070 Community Festivals and Events Policy – Track Changes

Prepared By:

Approved/Endorsed By:

Original Signed By:

Original Signed By:

Laura Gibbs
Division Head, Culture and Community
Programming

Sarah Douglas-Murray
Director, Community Services

Prepared By:

Original Signed By:

Krystal Roberts
Acting Supervisor, Cultural Services

LG:kr

Recommended for the consideration
of Pickering City Council

Original Signed By

Marisa Carpino, M.A.
Chief Administrative Officer



Policy

Procedure Title: Community Festivals and Events Policy		Policy Number CUL 070	
Reference Access to Recreation Policy CUL120 Res. 387/18	Date Originated (m/d/y) December 6, 2017	Date Revised (m/d/y) January 30, 2018 May 1, 2023	Pages 10
Approval: Chief Administrative Officer		Point of Contact Supervisor, Cultural Services	

Policy Objective

The purpose of this document is to outline the criteria and process by which permit requests for private and/or public events in City parks and facilities are considered and approved. Community Events are key in developing community identity and pride and enhancing cultural experiences within a community.

The objectives of this policy are:

- To establish clear and consistent methods for individuals/organizations to request space in City parks for private and/or public events;
- To ensure that individuals/organizations interested in hosting an event in City parks are aware of processes requirements and available resources;
- To define the City's role in the support of community events;
- To identify event categories and the allocation of resources;
- To outline the financial implications so that events and fees can be planned/considered accordingly;
- To enhance communication between applicants and the City of Pickering; and
- To ensure Festival and Event Permit Conditions and Regulations are followed during events in City parks and facilities including applicable City policies, by-laws, health and safety requirements, rental contract agreements and provincial regulations.

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01 Purpose

The City of Pickering recognizes that community led public events significantly contribute to the community’s sense of place and are an important form of public celebration. Community events are an integral part of creating a vibrant and diverse City. This policy provides a framework to support community led public events in parks and public open spaces, and establishes objectives to ensure that events are compatible with the City’s vision for a vibrant and sustainable community.

02 Scope

The Community Festivals and Events Policy is designed to:

- Establish the process for supporting, and/or administering events held within City parks, utilizing Municipal facilities;
- Provide guidelines for fair, equitable, transparent and consistent decision making and access;
- Establish uniform criteria and procedures for the use of parks for special events;
- Promote a diverse range of organized activities; and
- Ensure that the City’s parks and facilities are used for the benefit of the entire community.

To ensure that events are compatible with the City’s vision for a vibrant, sustainable community, the City supports and manages events in order to meet the following objectives:

- Balance the needs of event participants, parks users and neighbours;
- Ensure that events are compatible with event venues;
- Ensure the protection of the natural environment;
- Promote a diverse range of activities and opportunities; and,
- Encourage participation and inclusion of all members of the community.

03 Application

This Policy applies to the operation of Community Festivals and Events in Pickering.

04 Definitions

- 04.01 **City-led Events** are facilitated by the City of Pickering staff and can take place on municipally owned property (facility, park, or permitted space), or road within Pickering. The Director, Community Services will approve City-led events,
- 04.02 **Community Events** occur on City of Pickering property, are open to the public, have an estimated attendance of 20 - 999 guests per day and include one or more of the following criteria: alcohol sales, staking, generators, industrial cooking, raffles, amplified sound, carnival or fair, food vendors and may include use of a Signature Park. Community Event organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee. Community Event requests for Esplanade Park must be approved by Council.
- 04.03 **Community Events Committee** is responsible for the approval of Community Festivals & Events and the development of community event guidelines. The Committee is comprised of City staff representatives from Traffic, By-law, Finance, Community Services, Planning, and Fire Services. The team meets monthly to consider event requests, and upcoming events.
- 04.04 **Community Festivals** occur on City of Pickering property, are open to the public, have an estimated attendance of 1,000 to 4,999 attendees per day, and include one or more of the following criteria: alcohol sales, staking, generators, electrical hook ups, industrial cooking, road closures, raffles, amplified sound, carnival or fair, food vendors and may include use of a Signature Park. Community Festival organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee, and the Director, Community Services. Community Festival requests for Esplanade Park must be approved by Council.
- 04.05 **Filming Event** is filming, videotaping, photography, or any other form of visual recording, except in a film studio or film laboratory, for a feature film; television film, program or series; documentary; paid advertisement, including a commercial, music video, educational film, be it pre-production and post-production activities associated therewith, but does not include; news media activities in the dissemination of information; press conferences; location scouting; or recording personal movies or photographs or visual recordings for personal purposes only.
- 04.06 **Independent Events** occur entirely on private property within Pickering. Organizers of Independent Events are required to follow all applicable City by-laws and gather applicable licenses, permits and insurances. Independent events are not required to submit a Community Festivals & Events Application to the City.
- 04.07 **Non-commercial Photography** is the professional or amateur collection of images through photography for personal use, where the images will not be

distributed or made available for sale/profit. Non-commercial photography can be booked directly with the Assistant Coordinator, Parks & Facility Bookings.

- 04.08 **Partner Events** occur on City of Pickering property, are open to the public with estimated attendance of 5,000 guests or more per day. A Partner Event has one or more of the following criteria: takes place in Esplanade Park, includes fireworks, is a parade. Partner Event organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee, the Director of Community Services and CAO. Partner Event requests for Esplanade Park must be approved by Council.
- 04.09 **Private Events** occur on public property in the City of Pickering, and have a private guest list of under 1,000 guests. Organizers of Private Events are required to follow all City By-laws and gather applicable licenses, permits and insurances. A Community Festivals & Events Application is not required to be submitted to the City for Private Events.
- 04.10 **Road Races/Bike Rides** event categories encompass runs, walks or biking races on trails or roads that may include road closures and traffic disruptions. Event attendance and permit requirements will determine the event scale and application timelines.
- 04.11 **Signature Parks** are parks located within the City of Pickering that have a special set of approval and booking criteria set out in Procedure CUL 070-001, due to their profile and location. Signature Parks are Esplanade Park, Millennium Square, Alex Robertson Park and Bruce Hanscombe Park. Event requests for Esplanade Park must be approved by Council.
- a) Requests for use of a Signature Park for commercial film, television, or still photography uses are subject to the City's policies and procedures for rental of municipal land to the film/photography industry, and do not require Council approval.

05 Delegation of Authority

- 05.01 Chief Administrative Officer to:
- a) support the allocation of staff resources to coordinate the Community Festivals and Events Policy; and
- b) consider and approve, as appropriate, City staff recommendations to permit Partner Event applications.
- 05.02 The Mayor and Members of Council to:
- a) direct inquiries related to Community Festivals and Events to the appropriate City staff; and,

- b) consider and approve, as appropriate, City staff reports to Council recommending a permit be issued for Partner Events at Esplanade Park.

05.03 Directors & Division Heads to:

- a) support the allocation of staff resources to participate in the Community Events Committee;
- b) to ensure their department meets the corporations obligations related to a City issued park permit and/or event agreement; and
- c) Director, Community Services to consider and approve, as appropriate, City staff recommendations to permit Community Festival applications.

05.04 Managers & Supervisors to:

- a) assign staff resources to coordinate Community Festivals & Events; and
- b) oversee revenue accounts and conditions of the agreement/permit to ensure that the obligations of all parties are being met.

05.05 The Community Events Committee to:

- a) attend monthly meetings to consider event applications for City parks;
- b) screen applications and provide timely responses;
- c) recommend the approval or denial of an application, considering the guidelines of this procedure, to the applicant, Director, CAO and/or Council, as is applicable;
- d) keep an up-to-date listing of all current and available permits and existing agreements;
- e) track and report on annual community use of City parks for public special events;
- f) ensure that all agreements safeguard the Corporation;
- g) act as a liaison between department staff;
- h) assist department staff in the tracking of program participants in support of the program;
- i) promote the park permitting programs;

- j) serve as a centralized resource for any park permitting activities throughout the City; and
- k) collect feedback from the community, partners, and City staff on initiatives to maintain a positive program reputation, and enhance revenue outcomes.

05.06 Employees to:

a) Adhere to the guidelines as set out in Section 05.

a. Non-Compliance with Guidelines

Failure to comply with this Procedure may result in disciplinary action.

05.07 Please refer to all associated Procedures and Standard Operating Procedures, if applicable, for detailed processes regarding this Policy.

06 Community Festivals and Event Approvals & Restrictions

06.01 A Community Festival and Event Application submitted to the City for approval must meet certain criteria to be eligible for a permit, including compatibility with the provisions of municipal, provincial and federal laws as well as in accordance with rules and regulations administered by the City's by-laws, Durham Regional Police and Durham Region Public Health.

06.02 Applications will be evaluated by the Community Events Committee to ensure a varied mix and range of activities and interests which reflect the community and to ensure the request does not duplicate existing events.

06.03 To be considered for a permit, community festivals/events must provide a meaningful benefit to the community and must have a direct impact on one or more of the following areas:

- Arts and Culture;
- Environment;
- Culture;
- Diversity;
- Heritage Promotion;
- Environmental Benefit;
- Education;
- Health and Wellness;
- Physical Fitness;
- Enrich the character and identity of the City;
- Create unique or innovative experiences;
- Contribute to programming in slow seasons;
- Extend the overall range and mix of programming in the City; and
- Be openly accepting, inclusive and accessible of all community members.

- 06.04 Event approvals will be granted in a fair and equitable manner. When requests are submitted, the criteria used will be based on a number of different considerations:
- Nature and type of activity;
 - Nature and type of the user requesting the event;
 - Space/staff/equipment availability the date requested; and
 - Benefit and/or enhancement of the community.
- 06.05 The City of Pickering will consider applications to host community festivals/events based on the following criteria:
- There is a need within the community to host the event. Need is assessed by the following factors: it supports the initiatives of an official plan, the City does not offer similar programs/events and, the event model has a proven track record for success and/or degree of community interest/engagement.
 - That City resources are being allocated to a variety of event types, representative of all cultural aspects.
 - That the City has the resources to reasonably assign to the event without impacting City operations.
 - That organizers have the capacity and resources to execute the proposed festival or event including human resources, financial stability, and a solid plan for marketing, public safety, accessibility, traffic, and parking control.
- 06.06 The City of Pickering will decline Community Festival & Event requests if (but not limited to):
- The proposed event will create a hardship for the City or the surrounding community.
 - Any event component is contrary to City of Pickering policies.
 - The organizing group cannot provide surety of their ability to be responsible for event operations, associated event costs and damages.
- 06.07 The City will not accept event applications from any individual/organization that endorses views or ideas that promote discrimination, contempt or hatred. The purposes, practices and event proposals of applicant groups must be consistent with the Human Rights Code.
- The following events or activities are not permitted in City parks or public open spaces:
- Events that conflict with the City's values or that are deemed to impact negatively on the City's identity as being family friendly.
 - Events that contribute to the sale of tobacco, marijuana, pornography or support the production, distribution, and sale of weapons and other life-threatening products.

- Events that endorse views and ideas that are likely to promote discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, citizenship, religion, age, gender, marital status, family status, sexual orientation, disability, political affiliation, economic status or level of literacy.
- Activities that exclude persons from participation in or enjoyment of the event on the basis of race, national or ethnic origin, citizenship, religion, gender, marital status, family status, sexual orientation, or disability.

06.08 The City will not permit events provided by organizations whose reputation could prove detrimental to the City’s public image and/or whose main business is derived from:

- The sale of tobacco or other addictive substances;
- Pornography; and,
- The support of, or involvement in the production, distribution, and sale of weapons and other life-threatening products.

06.09 The City will not permit events which, either directly or through third party arrangements (i.e. vendors, sponsors), that:

- Violate any City policy;
- Convey a negative religious message that might be deemed prejudicial to religious groups;
- Promote alcohol and other addictive substances, at venues geared primarily to children;
- Present demeaning or derogatory portrayals of individuals or groups or contain anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; or
- Is in direct competition with City of Pickering services, programs or initiatives.

06.10 The City reserves the right to reject or revoke permits for public events and to refuse to enter into agreements for partnership event or public event that originally may have been openly solicited by the City.

06.11 Due to the risk of severe injury to patrons, the use of inflatable amusement devices at events or activities held on City property are prohibited if any of the following apply:

- the device has an inflated floor or surface which patrons interact with, play on, or jump on (e.g., bouncy castles);
- the device utilizes bungee cords as a means to assist or inhibit the movement of a patron; or
- the device includes an inflated slide or roof

06.12 The City may, at its discretion, bring any proposals to Council for their approval even if they do not meet the guidelines of this Policy.

07 Event Applications and Permitting

07.01 When applying to conduct an event, a Community Festivals and Events Application must be completed in accordance with the guidelines set out in the Community Festivals & Events Manual and submitted for consideration to the Corporate Events Committee. To ensure availability of resources, the application is to be completed in order to be considered.

- Approvals will take into consideration the size of event and what is being requested; the availability of equipment and space; other event currently scheduled for the day requested.
- The organizers will be held responsible to pay for all direct fees related to the event including licenses, permits, and City staff during event operations, rentals and any damage or replacement of equipment.
- The organizers will be responsible for picking up and returning equipment borrowed (except for large items such as picnic tables and garbage containers, barricades for road closures).

07.02 Resources and In-Kind Services may be provided to support events upon request. These services include:

- Event area inspection, grass cutting and prep, parking and traffic plans and set-up, City promotions, or electrical access.
- In some cases for partner events, City staff will be present during event operations to clean facility washrooms adjacent to Park, remove garbage, assist with set-ups and respond to unanticipated requests from the event promoters.
- Limited printing assistance.
- Staff assistance in an advisory capacity during the planning.
- For Community Festivals and Partner Events, a staff liaison may be arranged:
 - to assist with arrangements for City resources, e.g. equipment, deliveries, etc.
 - to confirm availability and assist with the booking of City facilities, equipment and services.
 - to obtain site maps for road or park locations.

07.03 If approved, application will form the basis of a permit, referred to as a Parks or Facility Permit. The permit provides permission for event organizers to conduct their event. The applicant will be responsible for all costs associated with the event.

07.04 The permit includes the specific conditions for the use of the site, and the required fees (refer to current City User Fees and Charges By-law, and Conditions of Community Events Permit).



Policy

Procedure Title: Community Festivals and Events Policy		Policy Number CUL 070	
Reference Access to Recreation Policy CUL120 Res. 387/18	Date Originated (m/d/y) December 6, 2017	Date Revised (m/d/y) January 30, 2018 March 16 May 1, 2023	Pages 9 10
Approval: Chief Administrative Officer		Point of Contact Supervisor, Cultural Services	

Policy Objective

The purpose of this document is to outline the criteria and process by which permit requests for private and/or public events in City pParks and facilities are considered and approved. Community Events are key in developing community identity and pride and enhancing cultural experiences within a community.

The objectives of this policy are:

- To establish clear and consistent methods for individuals/organizations to request space in City parks for private and/or public events;
- To ensure that individuals/organizations interested in hosting an event in City pParks are aware of processes requirements and available resources;
- To define the City's role in the support of community events;
- To identify event categories and the allocation of resources;
- To outline the financial implications so that events and fees can be planned/considered accordingly;
- To enhance communication between applicants and the City of Pickering; and
- To ensure Festival and Event Permit Conditions and Regulations are followed during events in City pParks and facilities including applicable City policies, by-laws, health and safety requirements, rental contract agreements and provincial regulations.

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01 Purpose

The City of Pickering recognizes that community led public events significantly contribute to the community's sense of place and are an important form of public celebration. Community events are an integral part of creating a vibrant and diverse City. This policy provides a framework to support community led public events in parks and public open spaces, and establishes objectives to ensure that events are compatible with the City's vision for a vibrant and sustainable community.

02 Scope

The Community Festivals and Events Policy is designed to:

- Establish the process for supporting, and/or administering events held within City pParks, utilizing Municipal facilities;
- Provide guidelines for fair, equitable, transparent and consistent decision making and access;
- Establish uniform criteria and procedures for the use of parks for special events;
- Promote a diverse range of organized activities; and
- Ensure that the City's parks and facilities are used for the benefit of the entire community.

To ensure that events are compatible with the City's vision for a vibrant, sustainable community, the City supports and manages events in order to meet the following objectives:

- Balance the needs of event participants, parks users and neighbours;
- Ensure that events are compatible with event venues;
- Ensure the protection of the natural environment;
- Promote a diverse range of activities and opportunities; and,
- Encourage participation and inclusion of all members of the community.

03 Application

This Policy applies to the operation of Community Festivals and Events in Pickering.

04 Definitions

~~04.01~~ **City-led Events** are facilitated by the City of Pickering staff and can take place on municipally owned property (facility, park, or permitted space), or road within Pickering. The Director, Community Services will approve City-led events.

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~~04.01~~~~04.02~~ **Community Events** occur on City of Pickering property, are open to the public, have an estimated attendance of 20 - 999 guests per day and include one or more of the following criteria: alcohol sales, staking, generators, industrial cooking, raffles, amplified sound, carnival or fair, food vendors and may include use of a Signature Park. Community Event organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee. Community Event requests for Esplanade Park must be approved by Council.

~~04.02~~~~04.03~~ **Community Events Committee** is responsible for the approval of Community Festivals & Events and the development of community event guidelines. The Committee is comprised of City staff representatives from Traffic, By-law, Finance, Community Services, Planning, and Fire Services. The team meets monthly to consider event requests, and upcoming events.

~~04.03~~~~04.04~~ **Community Festivals** occur on City of Pickering property, are open to the public, have an estimated attendance of 1,000 to 4,999 attendees per day, and include one or more of the following criteria: alcohol sales, staking, generators, electrical hook ups, industrial cooking, road closures, raffles, amplified sound, carnival or fair, food vendors and may include use of a Signature Park. Community Festival organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee, and the Director, Community Services. Community Festival requests for Esplanade Park must be approved by Council.

~~04.05~~ **Filming Event** is filming, videotaping, photography, or any other form of visual recording, except in a film studio or film laboratory, for a feature film; television film, program or series; documentary; paid advertisement, including a commercial, music video, educational film, be it pre-production and post-production activities associated therewith, but does not include: news media activities in the dissemination of information; press conferences; location scouting; or recording personal movies or photographs or visual recordings for personal purposes only.

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~~04.04~~~~04.06~~ **Independent Events** occur entirely on private property within Pickering. Organizers of Independent Events are required to follow all applicable City by-laws and gather applicable licenses, permits and insurances. Independent events are not required to submit a Community Festivals & Events Application to the City.

04.0504.07 **Non-commercial Photography** is the professional or amateur collection of images through photography for personal use, where the images will not be distributed or made available for sale/profit. Non-commercial photography can be booked directly with the Assistant Coordinator, Parks & Facility Bookings.

04.0604.08 **Partner Events** occur on City of Pickering property, are open to the public ~~with~~, estimated attendance ~~is of~~ 5,000 guests or more per day. ~~A Partner Event has one or more of the following criteria; and include one or more of the following criteria: takes place in Esplanade Park, includes fireworks, is a parade, alcohol sales, staking, generators, electrical hook ups, industrial cooking, road closures, raffles, amplified sound, carnival or fair, food vendors, fireworks, parade, and may include use of a Signature Park.~~ Partner Event organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee, the Director of Community Services and CAO. Partner ~~E~~event requests for Esplanade Park must be approved by Council.

04.0704.09 **Private Events** occur on public property in the City of Pickering, and have a private guest list of under 1,000 guests. Organizers of Private Events are required to follow all City By-laws and gather applicable licenses, permits and insurances. A Community Festivals & Events Application is not required to be submitted to the City for Private Events.

04.0804.10 **Road Races/Bike Rides** event categories encompass runs, walks or biking races on trails or roads that may include road closures and traffic disruptions. Event attendance and permit requirements will determine the event scale and application timelines.

04.11 **Signature Parks** are parks located within the City of Pickering that have a special set of approval and booking criteria set out in Procedure CUL 070-001, due to ~~their~~ profile and location. -Signature Parks are Esplanade Park, Millennium Square, Alex Robertson Park and Bruce Hanscombe Park. -Event requests for Esplanade Park must be approved by Council.

04.09a) Requests for use of a Signature Park for commercial film, television, or still photography uses are subject to the City's policies and procedures for rental of municipal land to the film/photography industry, and do not require Council approval.

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05 Delegation of Authority

05.01 Chief Administrative Officer to:

- a) support the allocation of staff resources to coordinate the Community Festivals and Events Policy; and
- b) consider and approve, as appropriate, City staff recommendations to permit Partner Event applications.

Policy Title: Community Festivals and Events Policy
Policy Number: CUL 070

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- 05.02 The Mayor and Members of Council to:
- a) direct inquiries related to Community Festivals and Events to the appropriate City staff; and,
 - b) consider and approve, as appropriate, City staff reports to Council recommending a permit be issued for Partner Events at Esplanade Park.
- 05.03 Directors & Division Heads to:
- a) support the allocation of staff resources to participate in the Community Events Committee;
 - b) to ensure their department meets the corporations obligations related to a City issued park permit and/or event agreement; and
 - c) Director, Community Services to consider and approve, as appropriate, City staff recommendations to permit Community Festival applications.
- 05.04 Managers & Supervisors to:
- a) assign staff resources to coordinate Community Festivals & Events; and
 - b) oversee revenue accounts and conditions of the agreement/permit to ensure that the obligations of all parties are being met.
- 05.05 The Community Events Committee to:
- a) attend monthly meetings to consider event applications for City parks;
 - b) screen applications and provide timely responses;
 - c) recommend the approval or denial of an application, considering the guidelines of this procedure, to the applicant, Director, CAO and/or Council, as is applicable;
 - d) keep an up-to-date listing of all current and available permits and existing agreements;
 - e) track and report on annual community use of City parks for public special events;
 - f) ensure that all agreements safeguard the Corporation;
 - g) act as a liaison between department staff;

- h) assist department staff in the tracking of program participants in support of the program;
- i) promote the park permitting programs;
- j) serve as a centralized resource for any park permitting activities throughout the City; and
- k) collect feedback from the community, partners, and City staff on initiatives to maintain a positive program reputation, and enhance revenue outcomes.

05.06 Employees to:

- a) Adhere to the guidelines as set out in Section 05.
 - a. Non-Compliance with Guidelines

Failure to comply with this Procedure may result in disciplinary action.

05.07 Please refer to all associated Procedures and Standard Operating Procedures, if applicable, for detailed processes regarding this Policy.

06 Community Festivals and Event Approvals & Restrictions

06.01 A Community Festival and Event Application submitted to the City for approval must meet certain criteria to be eligible for a permit, including compatibility with the provisions of municipal, provincial and federal laws as well as in accordance with rules and regulations administered by the City's by-laws, Durham Regional Police and Durham Region Public Health.

06.02 Applications will be evaluated by the Community Events Committee to ensure a varied mix and range of activities and interests which reflect the community and to ensure the request does not duplicate existing events.

06.03 To be considered for a permit, community festivals/events must provide a meaningful benefit to the community and must have a direct impact on one or more of the following areas:

- Arts and Culture;
- Environment;
- Culture;
- Diversity;
- Heritage Promotion;
- Environmental Benefit;
- Education;
- Health and Wellness;

- Physical Fitness;
- Enrich the character and identity of the City;
- Create unique or innovative experiences;
- Contribute to programming in slow seasons;
- Extend the overall range and mix of programming in the City; and
- Be openly accepting, inclusive and accessible of all community members.

06.04 Event approvals will be granted in a fair and equitable manner. When requests are submitted, the criteria used will be based on a number of different considerations:

- Nature and type of activity;
- Nature and type of the user requesting the event;
- Space/staff/equipment availability the date requested; and
- Benefit and/or enhancement of the community.

06.05 The City of Pickering will consider applications to host community festivals/events based on the following criteria:

- There is a need within the community to host the event. –Need is assessed by the following factors: it supports the initiatives of an official plan, the City does not offer similar programs/events and, the event model has a proven track record for success and/or degree of community interest/engagement.
- That City resources are being allocated to a variety of event types, representative of all cultural aspects.
- That the City has the resources to reasonably assign to the event without impacting City operations.
- That organizers have the capacity and resources to execute the proposed festival or event including human resources, financial stability, and a solid plan for marketing, public safety, accessibility, traffic, and parking control.

06.06 The City of Pickering will decline Community Festival & Event requests if (but not limited to):

- The proposed event will create a hardship for the City or the surrounding community.
- Any event component is contrary to City of Pickering policies.
- The organizing group cannot provide surety of their ability to be responsible for event operations, associated event costs and damages.

06.07 The City will not accept event applications from any individual/organization that endorses views or ideas that promote discrimination, contempt or hatred. The purposes, practices and event proposals of applicant groups must be consistent with the Human Rights Code.

The following events or activities are not permitted in City parks or public open spaces:

- Events that conflict with the City's values or that are deemed to impact negatively on the City's identity as being family friendly.
- Events that contribute to the sale of tobacco, marijuana, pornography or support the production, distribution, and sale of weapons and other life-threatening products.
- Events that endorse views and ideas that are likely to promote discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, citizenship, religion, age, gender, marital status, family status, sexual orientation, disability, political affiliation, economic status or level of literacy.
- Activities that exclude persons from participation in or enjoyment of the event on the basis of race, national or ethnic origin, citizenship, religion, gender, marital status, family status, sexual orientation, or disability.

06.08 The City will not permit events provided by organizations whose reputation could prove detrimental to the City's public image and/or whose main business is derived from:

- The sale of tobacco or other addictive substances;
- Pornography; and,
- The support of, or involvement in the production, distribution, and sale of weapons and other life-threatening products.

06.09 The City will not permit events which, either directly or through third party arrangements (i.e. vendors, sponsors), that:

- Violate any City policy;
- Convey a negative religious message that might be deemed prejudicial to religious groups;
- Promote alcohol and other addictive substances, at venues geared primarily to children;
- Present demeaning or derogatory portrayals of individuals or groups or contain anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; or
- Is in direct competition with City of Pickering services, programs or initiatives.

06.10 The City reserves the right to reject or revoke permits for public events and to refuse to enter into agreements for partnership event or public event that originally may have been openly solicited by the City.

[06.11 Due to the risk of severe injury to patrons, the use of inflatable amusement devices at events or activities held on City property are prohibited if any of the following apply:](#)

- the device has an inflated floor or surface which patrons interact with, play on, or jump on (e.g., bouncy castles);
- the device utilizes bungee cords as a means to assist or inhibit the movement of a patron; or
- the device includes an inflated slide or roof

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~~06.11 City parks will not be closed to the general public during any permitted events.~~

06.12~~4~~ The City may, at its discretion, bring any proposals to Council for their approval even if they do not meet the guidelines of this Policy.

07 Event Applications and Permitting

07.01 When applying to conduct an event, a Community Festivals and Events Application must be completed in accordance with the guidelines set out in the Community Festivals & Events Manual and submitted for consideration to the Corporate Events Committee. To ensure availability of resources, the application is to be completed in order to be considered.

- Approvals will take into consideration the size of event and what is being requested; the availability of equipment and space; other event currently scheduled for the day requested.
- The organizers will be held responsible to pay for all direct fees related to the event including licenses, permits, City staff during event operations, rentals and any damage or replacement of equipment.
- The organizers will be responsible for picking up and returning equipment borrowed (except for large items such as picnic tables and garbage containers, barricades for road closures).

07.02 Resources and In-Kind Services may be provided to support events upon request. These services include:

- Event area inspection, grass cutting and prep, parking and traffic plans and set-up, City promotions, or electrical access.
- In some cases for partner events, City staff will be present during event operations to clean facility washrooms adjacent to Park, remove garbage, assist with set-ups and respond to unanticipated requests from the event promoters.
- Limited printing assistance.
- Staff assistance in an advisory capacity during the planning.
- For Community Festivals and Partner Events, a staff liaison may be arranged:
 - to assist with arrangements for City resources, e.g. equipment, deliveries, etc.

- to confirm availability and assist with the booking of City facilities, equipment and services.
- to obtain site maps for road or park locations.

07.03 If approved, application will form the basis of a permit, referred to as a Parks or Facility Permit. The permit provides permission for event organizers to conduct their event. The applicant will be responsible for all costs associated with the event.

07.04 The permit includes the specific conditions for the use of the site, and the required fees (refer to current City User Fees and Charges By-law, and Conditions of Community Events Permit).

From: Sarah Douglas-Murray
Director, Community Services

Subject: Chestnut Hill Developments Recreation Complex Office/Storage Space

- Skate Canada Pickering Skating Club
- Ajax Pickering Raiders Minor Hockey Association
- Ajax Pickering Ringette Association
- Durham West Girls Hockey Association
- Pickering Swim Club
- File: A-1440-001

Recommendation:

1. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Skate Canada Pickering Skating Club set out in Attachment 1 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
2. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Ajax Pickering Raiders Minor Hockey Association set out in Attachment 2 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
3. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Ajax Pickering Ringette Association set out in Attachment 3 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
4. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Durham West Girls Hockey Association set out in Attachment 4 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor;
5. That the Mayor and City Clerk be authorized to execute the Lease Agreement with Pickering Swim Club set out in Attachment 5 to this report, subject to minor revisions as may be required by the Director, Community Services and the Director, Corporate Services & City Solicitor; and
6. That the appropriate City officials be authorized to take the necessary actions as indicated in this report.

Executive Summary: The City of Pickering has executed Lease Agreements with Skate Canada Pickering Skating Club (SCPSC), Ajax Pickering Raiders Minor Hockey Association (APRMHA), Ajax Pickering Ringette Association (APRA), Durham West Girls Hockey Association (DWGHA) and Pickering Swim Club(PSC) for use of various office and storage spaces at Chestnut Hills Developments Recreation Complex (CHDRC) and Don Beer Arena (DBA) which are set to expire in the coming months.

The Community Services Department recommends that the Lease Agreements included as Attachments 1 through 5 be renewed for five-year terms beginning June 1, 2023 and ending May 31, 2028.

Financial Implications: The City of Pickering is responsible to fund the general operating costs (such as utilities, garbage removal, maintenance and cleaning) of CHDRC and DBA which are reflected annually in the Current Budget (cost centres 10235 and 10215) of the Community Services Department. That said, the City's direct cost to support the designated spaces set out in the attached Lease Agreements is nominal.

The respective not-for-profit sports associations are responsible to fund the day-to-day costs associated with the use of the designated office and storage spaces which include office furniture, supplies, storage/racking systems and insurance. Considering, the above-mentioned sports associations are community-based organizations that bring value to City of Pickering residents and the direct cost to support the designated spaces is nominal, they are responsible to each pay \$1 in annual rental fees to the City for the exclusive use of their respective spaces.

Discussion: The City of Pickering has made designated facility spaces available to sports associations who deliver community sports programs at CHDRC and DBA. More specifically, the SCPSC have exclusive use of an office and storage room at CHDRC Arena for their use; APRMHA have exclusive use of an office and storage rooms at DBA and APRA, DWGHA and PSC have exclusive use of storage rooms only at CHDRC. These spaces are integral to the operation of said sports associations as they provide much needed office and/or storage space required to run their activities. During the past five-year Lease Agreement term, these associations have used these premises in a compliant manner that has satisfied the City.

Consistent with Council Resolution #224/14, City staff have prepared written Lease Agreements to outline the terms surrounding these storage/office spaces and to renew the prior five-year term agreements. As per the terms and conditions of these written agreements, the above-mentioned sports associations shall use the premises for storage and/or office space which is directly related to their program activities. Moreover, the premises cannot be materially altered without the written consent of the City. The associations will also maintain insurance in the amount of two million dollars.

The City is responsible for all day-to-day operating expenses of CHDRC and DBA, including utilities, garbage removal and regular maintenance. The City's direct cost to support the designated spaces set out in the attached Lease Agreements is nominal.

The above-named associations are supported by dedicated staff and volunteers who contribute countless hours and the resultant programs reach thousands of sports enthusiasts every year for the benefit of this community. The City's efforts to provide dedicated storage and/or office space is just one way to support their activities, those of which are not provided directly by the City of Pickering.

The Community Services Department recommends that the Lease Agreements included as Attachments 1 through 5 be renewed for five-year terms beginning June 1, 2023 and ending May 31, 2028.

Attachments:

1. Draft Lease Agreement with Skate Canada Pickering Skating Club
 2. Draft Lease Agreement with Ajax Pickering Raiders Minor Hockey Association
 3. Draft Lease Agreement with Ajax Pickering Ringette Association
 4. Draft Lease Agreement with Durham West Girls Hockey Association
 5. Draft Lease Agreement with Pickering Swim Club
-

Prepared By:

Approved/Endorsed By:

Original Signed By

Original Signed By

Suzanne Moore
(Acting) Supervisor, Community Services
Administration

Sarah Douglas-Murray
Director, Community Services

SDM:sm

Recommended for the consideration
of Pickering City Council

Original Signed By

Marisa Carpino, M.A.
Chief Administrative Officer

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of June, 2023.

B E T W E E N :

THE CORPORATION OF THE CITY OF PICKERING
(the "City")

LESSOR

- and -

SKATE CANADA PICKERING SKATING CLUB
(the "Sports Association")

LESSEE

Article I
Interpretation

Definitions

1. In this Agreement, the term:
 - (a) **"Commencement Date"** means June 1, 2023;
 - (b) **"Lease"** means this lease as it may be amended from time to time;
 - (c) **"Premises"** means the portions of the Chestnut Hill Developments Recreation Complex' Delaney Arena, considered to be the Pickering Skating Club's office and storage room as shown on Schedule "A" attached hereto, located at 1867 Valley Farm Road, in the City of Pickering, Regional Municipality of Durham;
 - (d) **"Rent"** means the rent payable pursuant to Section 19; and
 - (e) **"Term"** means the term of this Lease as set out in Section 16.

Headings

2. The division of this Lease into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

Severability

3. All of the provisions of this Lease are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable or illegal, then it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force.

Number

4. Wherever a word importing the singular number only is used in this Lease, such word shall include the plural. Words importing either gender or firms or corporations shall include the other gender and individuals, firms or corporation where the context so requires.

Governing Law

5. This Lease shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario.

Entire Agreement

6. This Lease constitutes the entire agreement between the parties concerning the Premises and may only be amended or supplemented by an agreement in writing signed by both parties.

Article II Grant and Use

Grant

7. In consideration of the performance by the Sports Association of its obligations under this Lease, the City leases the Premises to the Sports Association for its use during the Term.

Sports Association's Use of Premises

8. The Premises shall be used only for storage and administrative functions of the Sports Association, and for no other purpose without the prior written consent of the City. For the purpose of clarification, the Sports Association shall not use the Premises for any business or profit-generating purposes.

Nuisance

9. The Sports Association shall not carry on any activities or do or suffer any act or thing that constitutes a nuisance or which is offensive or an annoyance to the City.

City Use of Premises

10. Subject to Section 8, the City shall have first right of refusal to use the Premises. The Sports Association shall not be entitled to any rental fees or other remuneration associated with the use of the Premises by the City.
11. Provided it is not required by the City for any other use, the City shall provide the Sports Association with the use of the premises during the regular facility operating times.

Assignment and Subletting

12. The Sports Association shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of the City.

Licences

13. The Sports Association may not grant licences to use the Premises.
14. The Sports Association shall submit their annual financial statement to the City by February 1st of each year.
15. The Sports Association shall submit a list of its Board of Directors to the City by February 1st of each year.

Article III Term

Term

16. The term of this Lease shall be five (5) years from the Commencement Date to May 31, 2028.
17. The City may terminate this Lease at any time for any reason provided it has given the Sports Association six (6) months prior notice.

Overholding

18. If the Sports Association remains in possession of the Premises after the expiry of the Term, there shall be no tacit renewal of this Lease or the Term, notwithstanding statutory provisions or legal presumption to the contrary, and the Sports Association shall be deemed to be occupying the Premises from month to month upon the same terms, covenants and conditions as are set forth in this Lease insofar as they are applicable to a monthly tenancy.

Article IV Rent

Rent

19. The Sports Association shall pay to the City as rent for the entire Term in lawful money of Canada the sum of One (1) Dollar (\$1.00).

Gross Lease

20. The City acknowledges that this is a gross lease and agrees to pay all charges, impositions and outlays of every nature and kind relating to the Premises except as expressly set out in this Lease.

Article V Maintenance, Repairs and Alterations

Maintenance of Premises

21. The Sports Association shall maintain and operate the Premises so that they shall always be of good appearance and suitable for the proper operation of the Premises.
22. The City shall provide general maintenance services to the Premises at its expense.
23. The City shall be responsible for all day-to-day operating expenses including garbage removal. The Sports Association shall not be responsible for utilities.
24. (1) Subject to subsection (2), the City shall be responsible for all inspections and preventative maintenance with respect to the heating equipment, transformer, parking lot and lights.

(2) The Sports Association shall be responsible for any damages or costs incurred due to the misuse or negligence of the Sports Association, its employees, volunteers, invitees, servants, agents, or others under its control and the Sports Association shall pay to the City on demand the expense of any repairs including the City's reasonable administration charge necessitated by such negligence or misuse.
25. The Sports Association shall immediately notify the City of any unsafe conditions on the Premises.

Security

26. The City shall be responsible for the security of the Premises. The Sports Association is not permitted to use the premises without City personnel on site to perform this function. The Sports Association will ensure that no copies of the keys to the Premises are made without the prior written consent of the City.

Alterations/Improvements to Premises

27. The Sports Association shall only be permitted to make alterations and improvements to the Premises that have been approved by the City.

Article VI Insurance and Indemnity

Sports Association's Insurance

28. The Sports Association, at its sole cost and expense, shall take out and maintain,
- (a) insurance upon property owned by it which is located on the Premises; and
 - (b) commercial general liability insurance pertaining to the Sports Association's liability to others in respect of injury, death or damage to property occurring upon, in or about the Premises, and includes coverage for tenants legal liability. Such insurance to be of an amount which is reasonable and sufficient having regard to the scope of the risk and the current practice of prudent owners of similar premises for the carrying on of similar businesses, but in any event in an amount not less than two million dollars (\$2,000,000.00) for claims arising out of one occurrence. Such policy shall also name the City as an additional named insured and may not be cancelled unless prior notice by registered letter has been given to the City by the insurer 30 days in advance of the expiry date.
29. Prior to the Commencement Date, the Sports Association shall file with the City a Certificate of Insurance in a form satisfactory to the City Treasurer, verifying that the commercial general liability insurance policy is in effect and setting out the essential terms and conditions of the insurance.
30. The provision of the insurance policy required by this section shall not relieve the Sports Association from liability for claims not covered by the policy or which exceed its limits, if any, for which the Sports Association may be held responsible.

Insurance Risks

31. The Sports Association shall not do, omit to do, or permit to be done or omitted to be done upon the Premises anything that may contravene or be prohibited by any of the City's insurance policies in force from time to time covering or relevant to any part of the Premises or which would prevent the City from procuring its policies with companies acceptable to the City. If the conduct of business in the Premises or any acts or omissions of the Sports Association on the Premises causes or results in any increase in premiums for any of the City's insurance policies, the Sports Association shall pay such increase to the City.

Indemnification

32. Each of the City and the Sports Association shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term

or provision of this Lease or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the City or the Sports Association, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible.

Article VII Remedies on Default

City's Right to Re-Enter

33. If any amount payable to the City under this Lease shall remain unpaid for fifteen (15) days after the Sports Association has received notice thereof, then it shall be lawful for the City at any time thereafter to re-enter the Premises.

City's Right to Remedy Default

34. In addition to all other remedies the City may have under this Lease and in law, if the Sports Association is in default of any of its obligations under this Lease, and such default has continued for a period of ten (10) days after receipt of notice by the Sports Association (or such longer period as may be reasonably required in the circumstances to cure such default, except in an emergency where the City will not be required to give notice), the City, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the Sports Association shall be responsible for all such costs.

Waiver

35. No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Sports Association at any time or times in respect of any covenant, obligation or agreement under this Lease shall operate as a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Sports Association save only an express waiver in writing.

Article VIII Miscellaneous

Quiet Enjoyment

36. The City shall permit the Sports Association to peaceably possess and enjoy the Premises during the Term and as per the facility operating hours without any interference from the City, or any person lawfully claiming by, from or under the City provided the Sports Association is not in default.

Right of Entry

37. The Sports Association agrees to permit the City and authorized representatives of the City to enter the Premises for the purpose of inspecting the Premises. The City shall use its best efforts to minimize the disruption to the Sports Association's use of the Premises during any such entry.

Signs

38. The Sports Association may only erect signs on the Premises with the City's prior approval. All such signs shall be removed from the Premises at the end of the Term.

Compliance with Laws

- 39. The Sports Association, at its sole cost and expense, shall comply with all legal requirements (including statutes, laws, by-laws, regulations, ordinances, orders, rules and regulations of every governmental authority having jurisdiction) that relate to the use of the Premises by the Sports Association or the making of any improvements to the Premises by the Sports Association.

Notice

- 40. Any notice required to be given by the City to the Sports Association under this Lease shall be in writing and shall be delivered to the Premises or such other address of which the Sports Association has notified the City in writing, and any such notice delivered shall be deemed good and sufficient notice under the terms of this Lease.
- 41. Any notice required to be given by the Sports Association to the City under this Lease shall be in writing and shall be delivered to The Corporation of the City of Pickering, Pickering Civic Complex, One The Esplanade, Pickering, Ontario (Attention: City Clerk) or such other address of which the City has notified the Sports Association in writing, and any such notice delivered shall be deemed good and sufficient notice under the terms of this Lease.

Successors and Assigns

- 42. This Lease shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Lease.

THE CORPORATION OF THE CITY OF PICKERING

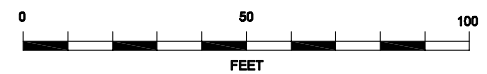
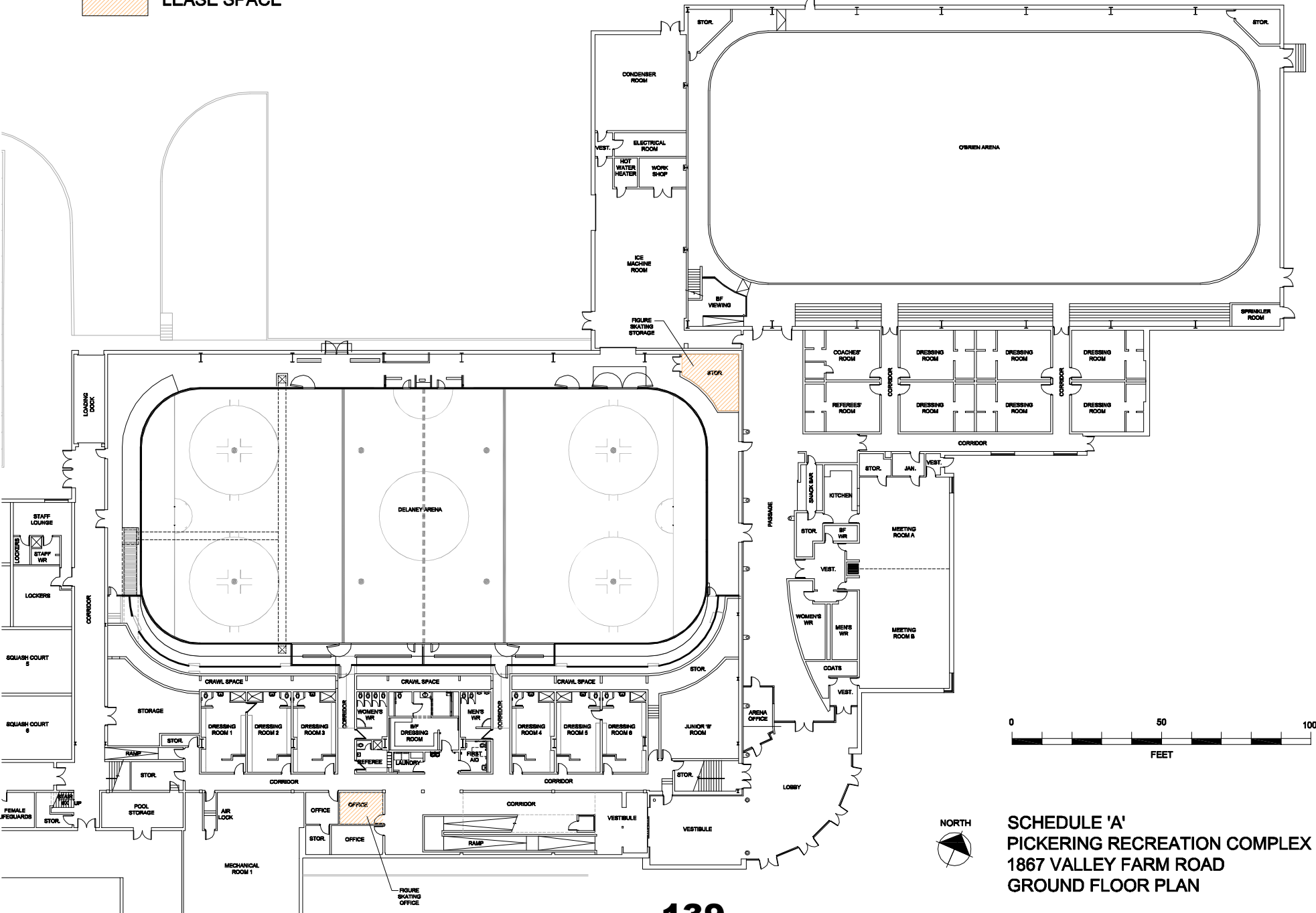
Kevin Ashe, Mayor

Susan Cassel, City Clerk

SKATE CANADA PICKERING
SKATING CLUB

I/We have authority to bind the Corporation

 LEASE SPACE



SCHEDULE 'A'
PICKERING RECREATION COMPLEX
1867 VALLEY FARM ROAD
GROUND FLOOR PLAN

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st of June, 2023.

B E T W E E N :

THE CORPORATION OF THE CITY OF PICKERING
(the "City")

LESSOR

- and -

AJAX PICKERING RAIDERS MINOR HOCKEY ASSOCIATION
(the "Sports Association")

LESSEE

Article I **Interpretation**

Definitions

1. In this Agreement, the term:
 - (a) **"Commencement Date"** means June 1, 2023;
 - (b) **"Lease"** means this lease as it may be amended from time to time;
 - (c) **"Premises"** means the portions of the Pickering Don Beer Arena, considered to be the Ajax Pickering Raiders Minor Hockey Association's office, boardroom, multi-use storage room and dedicated storage room as shown on Schedule "A" attached hereto, located at 940 Dillingham Road, in the City of Pickering, Regional Municipality of Durham;
 - (d) **"Rent"** means the rent payable pursuant to Section 19; and
 - (e) **"Term"** means the term of this Lease as set out in Section 16.

Headings

2. The division of this Lease into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

Severability

3. All of the provisions of this Lease are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable or illegal, then it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force.

Number

4. Wherever a word importing the singular number only is used in this Lease, such word shall include the plural. Words importing either gender or firms or corporations shall include the other gender and individuals, firms or corporation where the context so requires.

Governing Law

5. This Lease shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario.

Entire Agreement

6. This Lease constitutes the entire agreement between the parties concerning the Premises and may only be amended or supplemented by an agreement in writing signed by both parties.

Article II Grant and Use

Grant

7. In consideration of the performance by the Sports Association of its obligations under this Lease, the City leases the Premises to the Sports Association for its use during the Term.

Sports Association's Use of Premises

8. The Premises shall be used only for storage and administrative functions of the Sports Association, and for no other purpose without the prior written consent of the City. For the purpose of clarification, the Sports Association shall not use the Premises for any business or profit-generating purposes.

Nuisance

9. The Sports Association shall not carry on any activities or do or suffer any act or thing that constitutes a nuisance or which is offensive or an annoyance to the City.

City Use of Premises

10. Subject to Section 8, the City shall have first right of refusal to use the Premises. The Sports Association shall not be entitled to any rental fees or other remuneration associated with the use of the Premises by the City.
11. Provided it is not required by the City for any other use, the City shall provide the Sports Association with the use of the premises during the regular facility operating times.

Assignment and Subletting

12. The Sports Association shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of the City.

Licences

13. The Sports Association may not grant licences to use the Premises.
14. The Sports Association shall submit their annual financial statement to the City by February 1st of each year.
15. The Sports Association shall submit a list of its Board of Directors to the City by February 1st of each year.

Article III Term

Term

16. The term of this Lease shall be five (5) years from the Commencement Date to May 31, 2028.
17. The City may terminate this Lease at any time for any reason provided it has given the Sports Association six (6) months prior notice.

Overholding

18. If the Sports Association remains in possession of the Premises after the expiry of the Term, there shall be no tacit renewal of this Lease or the Term, notwithstanding statutory provisions or legal presumption to the contrary, and the Sports Association shall be deemed to be occupying the Premises from month to month upon the same terms, covenants and conditions as are set forth in this Lease insofar as they are applicable to a monthly tenancy.

Article IV Rent

Rent

19. The Sports Association shall pay to the City as rent for the entire Term in lawful money of Canada the sum of One (1) Dollar (\$1.00).

Gross Lease

20. The City acknowledges that this is a gross lease and agrees to pay all charges, impositions and outlays of every nature and kind relating to the Premises except as expressly set out in this Lease.

Article V Maintenance, Repairs and Alterations

Maintenance of Premises

21. The Sports Association shall maintain and operate the Premises so that they shall always be of good appearance and suitable for the proper operation of the Premises.
22. The City shall provide general maintenance services to the Premises at its expense.
23. The City shall be responsible for all day-to-day operating expenses including garbage removal. The Sports Association shall not be responsible for utilities.
24. (1) Subject to subsection (2), the City shall be responsible for all inspections and preventative maintenance with respect to the heating equipment, transformer, parking lot and lights.

(2) The Sports Association shall be responsible for any damages or costs incurred due to the misuse or negligence of the Sports Association, its employees, volunteers, invitees, servants, agents, or others under its control and the Sports Association shall pay to the City on demand the expense of any repairs including the City's reasonable administration charge necessitated by such negligence or misuse.

25. The Sports Association shall immediately notify the City of any unsafe conditions on the Premises.

Security

26. The City shall be responsible for the security of the Premises. The Sports Association is not permitted to use the premises without City personnel on site to perform this function. The Sports Association will ensure that no copies of the keys to the Premises are made without the prior written consent of the City.

Alterations/Improvements to Premises

27. The Sports Association shall only be permitted to make alterations and improvements to the Premises that have been approved by the City.

Article VI Insurance and Indemnity

Sports Association's Insurance

28. The Sports Association, at its sole cost and expense, shall take out and maintain,
- (a) insurance upon property owned by it which is located on the Premises; and
 - (b) commercial general liability insurance pertaining to the Sports Association's liability to others in respect of injury, death or damage to property occurring upon, in or about the Premises, and includes coverage for tenants legal liability. Such insurance to be of an amount which is reasonable and sufficient having regard to the scope of the risk and the current practice of prudent owners of similar premises for the carrying on of similar businesses, but in any event in an amount not less than two million dollars (\$2,000,000.00) for claims arising out of one occurrence. Such policy shall also name the City as an additional named insured and may not be cancelled unless prior notice by registered letter has been given to the City by the insurer 30 days in advance of the expiry date.
29. Prior to the Commencement Date, the Sports Association shall file with the City a Certificate of Insurance in a form satisfactory to the City Treasurer, verifying that the commercial general liability insurance policy is in effect and setting out the essential terms and conditions of the insurance.
30. The provision of the insurance policy required by this section shall not relieve the Sports Association from liability for claims not covered by the policy or which exceed its limits, if any, for which the Sports Association may be held responsible.

Insurance Risks

31. The Sports Association shall not do, omit to do, or permit to be done or omitted to be done upon the Premises anything that may contravene or be prohibited by any of the City's insurance policies in force from time to time covering or relevant to any part of the Premises or which would prevent the City from procuring its policies with companies acceptable to the City. If the conduct of business in the Premises or any acts or omissions of the Sports Association on the Premises causes or results in any increase in premiums for any of the City's insurance policies, the Sports Association shall pay such increase to the City.

Indemnification

32. Each of the City and the Sports Association shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term or provision of this Lease or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the City or the Sports Association, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible.

Article VII Remedies on Default

City's Right to Re-Enter

33. If any amount payable to the City under this Lease shall remain unpaid for fifteen (15) days after the Sports Association has received notice thereof, then it shall be lawful for the City at any time thereafter to re-enter the Premises.

City's Right to Remedy Default

34. In addition to all other remedies the City may have under this Lease and in law, if the Sports Association is in default of any of its obligations under this Lease, and such default has continued for a period of ten (10) days after receipt of notice by the Sports Association (or such longer period as may be reasonably required in the circumstances to cure such default, except in an emergency where the City will not be required to give notice), the City, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the Sports Association shall be responsible for all such costs.

Waiver

35. No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Sports Association at any time or times in respect of any covenant, obligation or agreement under this Lease shall operate as a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Sports Association save only an express waiver in writing.

Article VIII Miscellaneous

Quiet Enjoyment

36. The City shall permit the Sports Association to peaceably possess and enjoy the Premises during the Term and as per the facility operating hours without any interference from the City, or any person lawfully claiming by, from or under the City provided the Sports Association is not in default.

Right of Entry

37. The Sports Association agrees to permit the City and authorized representatives of the City to enter the Premises for the purpose of inspecting the Premises. The City shall use its best efforts to minimize the disruption to the Sports Association's use of the Premises during any such entry.

Signs

38. The Sports Association may only erect signs on the Premises with the City's prior approval. All such signs shall be removed from the Premises at the end of the Term.

Compliance with Laws

39. The Sports Association, at its sole cost and expense, shall comply with all legal requirements (including statutes, laws, by-laws, regulations, ordinances, orders, rules and regulations of every governmental authority having jurisdiction) that relate to the use of the Premises by the Sports Association or the making of any improvements to the Premises by the Sports Association.

Notice

40. Any notice required to be given by the City to the Sports Association under this Lease shall be in writing and shall be delivered to the Premises or such other address of which the Sports Association has notified the City in writing, and any such notice delivered shall be deemed good and sufficient notice under the terms of this Lease.

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Successors and Assigns

42. This Lease shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Lease.

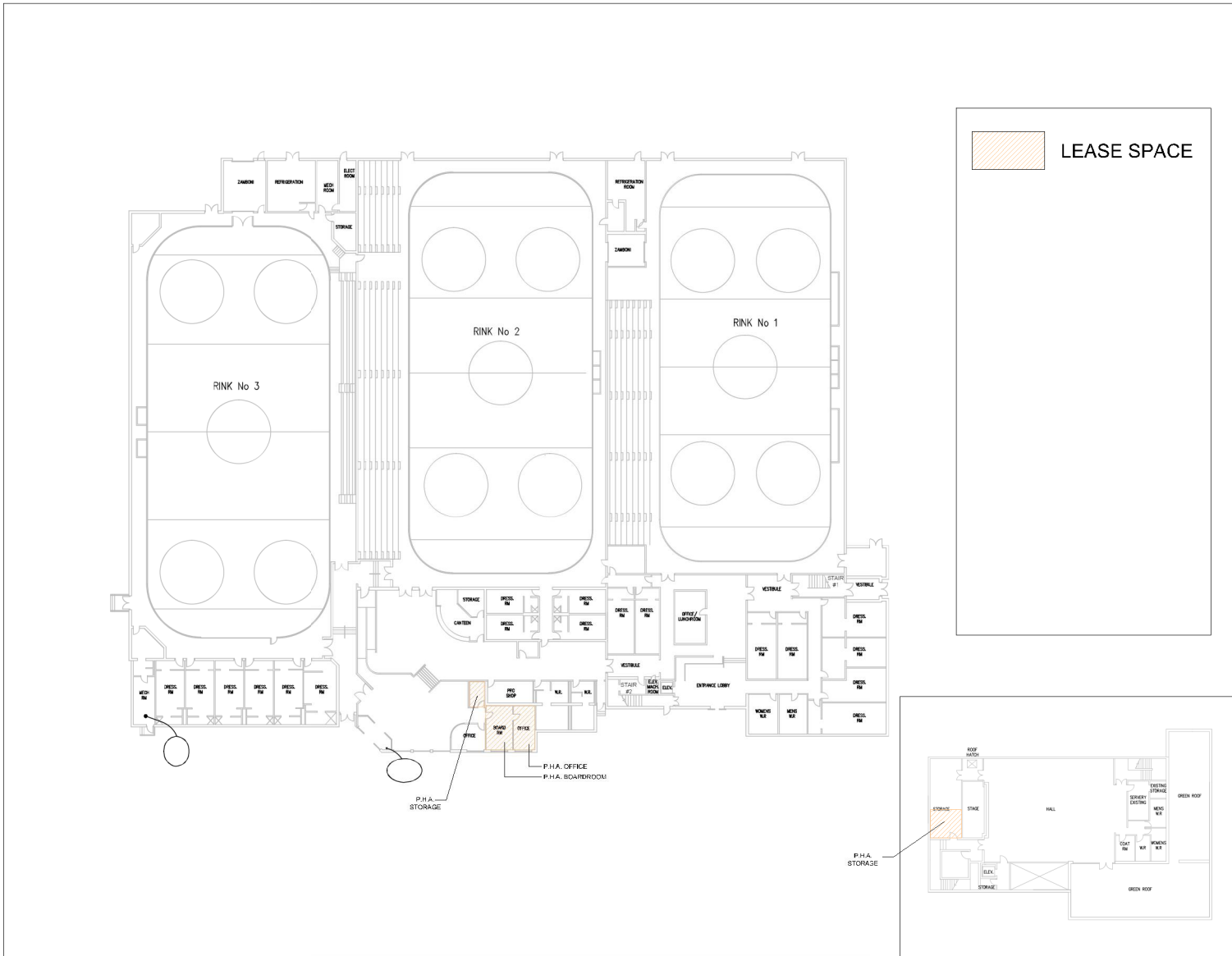
THE CORPORATION OF THE CITY OF PICKERING

Kevin Ashe, Mayor

Susan Cassel, City Clerk

AJAX PICKERING RAIDERS MINOR HOCKEY ASSOCIATION

I/We have authority to bind the Corporation



SCHEDULE 'A'
 DON BEER ARENA
 940 DILLINGHAM ROAD
 FLOOR PLANS

NOT TO SCALE

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of June, 2023.

B E T W E E N :

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LESSOR

- and -

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Article I
Interpretation

Definitions

1. In this Agreement, the term:
 - (a) **"Commencement Date"** means June 1, 2023;
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 - (c) **"Premises"** means that portion of the Chestnut Hill Developments Recreation Complex' Delaney Arena, considered to be the Ajax Pickering Ringette Association's storage room as shown on Schedule "A" attached hereto, located at 1867 Valley Farm Road, in the City of Pickering, Regional Municipality of Durham;
 - (d) **"Rent"** means the rent payable pursuant to Section 19; and
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Grant

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32. Each of the City and the Sports Association shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term

or provision of this Lease or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the City or the Sports Association, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible.

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Waiver

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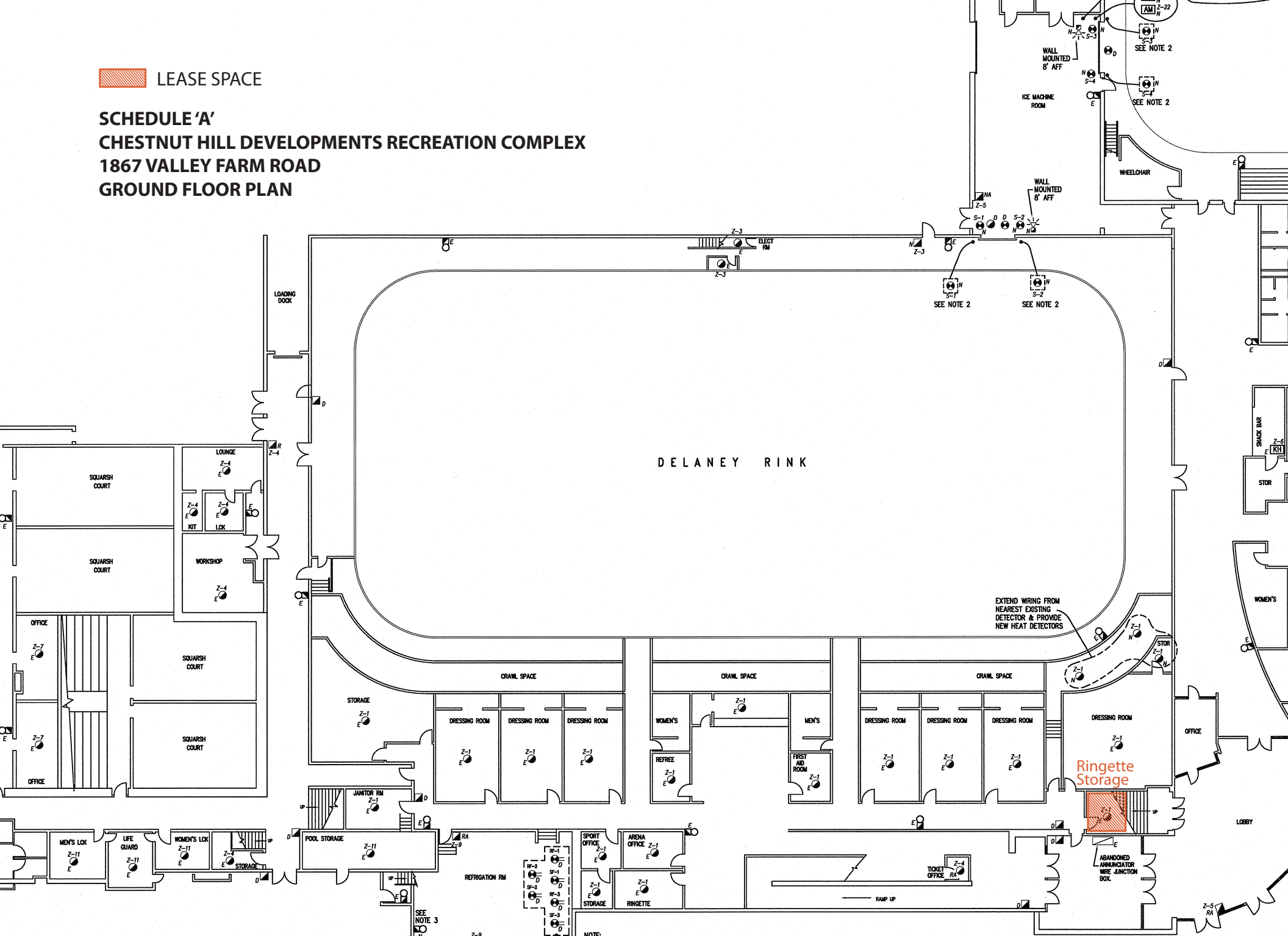
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AJAX PICKERING RINGETTE ASSOCIATION

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 LEASE SPACE

SCHEDULE 'A'
CHESTNUT HILL DEVELOPMENTS RECREATION COMPLEX
1867 VALLEY FARM ROAD
GROUND FLOOR PLAN



LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of June, 2023.

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LESSOR

- and -

DURHAM WEST GIRLS' HOCKEY ASSOCIATION
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Sports Association's Insurance

28. The Sports Association, at its sole cost and expense, shall take out and maintain,
- (a) insurance upon property owned by it which is located on the Premises; and
 - (b) commercial general liability insurance pertaining to the Sports Association's liability to others in respect of injury, death or damage to property occurring upon, in or about the Premises, and includes coverage for tenants legal liability. Such insurance to be of an amount which is reasonable and sufficient having regard to the scope of the risk and the current practice of prudent owners of similar premises for the carrying on of similar businesses, but in any event in an amount not less than two million dollars (\$2,000,000.00) for claims arising out of one occurrence. Such policy shall also name the City as an additional named insured and may not be cancelled unless prior notice by registered letter has been given to the City by the insurer 30 days in advance of the expiry date.
29. Prior to the Commencement Date, the Sports Association shall file with the City a Certificate of Insurance in a form satisfactory to the City Treasurer, verifying that the commercial general liability insurance policy is in effect and setting out the essential terms and conditions of the insurance.
30. The provision of the insurance policy required by this Section shall not relieve the Sports Association from liability for claims not covered by the policy or which exceed its limits, if any, for which the Sports Association may be held responsible.

Insurance Risks

31. The Sports Association shall not do, omit to do, or permit to be done or omitted to be done upon the Premises anything that may contravene or be prohibited by any of the City's insurance policies in force from time to time covering or relevant to any part of the Premises or which would prevent the City from procuring its policies with companies acceptable to the City. If the conduct of business in the Premises or any acts or omissions of the Sports Association on the Premises causes or results in any increase in premiums for any of the City's insurance policies, the Sports Association shall pay such increase to the City.

Indemnification

32. Each of the City and the Sports Association shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term or provision of this Lease or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the City or the Sports Association, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible.

Article VII Remedies on Default

City's Right to Re-Enter

33. If any amount payable to the City under this Lease shall remain unpaid for fifteen (15) days after the Sports Association has received notice thereof, then it shall be lawful for the City at any time thereafter to re-enter the Premises.

City's Right to Remedy Default

34. In addition to all other remedies the City may have under this Lease and in law, if the Sports Association is in default of any of its obligations under this Lease, and such default has continued for a period of ten (10) days after receipt of notice by the Sports Association (or such longer period as may be reasonably required in the circumstances to cure such default, except in an emergency where the City will not be required to give notice), the City, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the Sports Association shall be responsible for all such costs.

Waiver

35. No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Sports Association at any time or times in respect of any covenant, obligation or agreement under this Lease shall operate as a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Sports Association save only an express waiver in writing.

Article VIII Miscellaneous

Quiet Enjoyment

36. The City shall permit the Sports Association to peaceably possess and enjoy the Premises during the Term and as per the facility operating hours without any interference from the City, or any person lawfully claiming by, from or under the City provided the Sports Association is not in default.

Right of Entry

37. The Sports Association agrees to permit the City and authorized representatives of the City to enter the Premises for the purpose of inspecting the Premises. The City shall use its best efforts to minimize the disruption to the Sports Association's use of the Premises during any such entry.

Signs

38. The Sports Association may only erect signs on the Premises with the City’s prior approval. All such signs shall be removed from the Premises at the end of the Term.

Compliance with Laws

39. The Sports Association, at its sole cost and expense, shall comply with all legal requirements (including statutes, laws, by-laws, regulations, ordinances, orders, rules and regulations of every governmental authority having jurisdiction) that relate to the use of the Premises by the Sports Association or the making of any improvements to the Premises by the Sports Association.

Notice

40. Any notice required to be given by the City to the Sports Association under this Lease shall be in writing and shall be delivered to the Premises or such other address of which the Sports Association has notified the City in writing, and any such notice delivered shall be deemed good and sufficient notice under the terms of this Lease.

41. Any notice required to be given by the Sports Association to the City under this Lease shall be in writing and shall be delivered to The Corporation of the City of Pickering, Pickering Civic Complex, One The Esplanade, Pickering, Ontario (Attention: City Clerk) or such other address of which the City has notified the Sports Association in writing, and any such notice delivered shall be deemed good and sufficient notice under the terms of this Lease.

Successors and Assigns

42. This Lease shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Lease.

THE CORPORATION OF THE CITY OF PICKERING

Kevin Ashe, Mayor

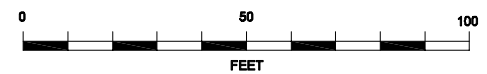
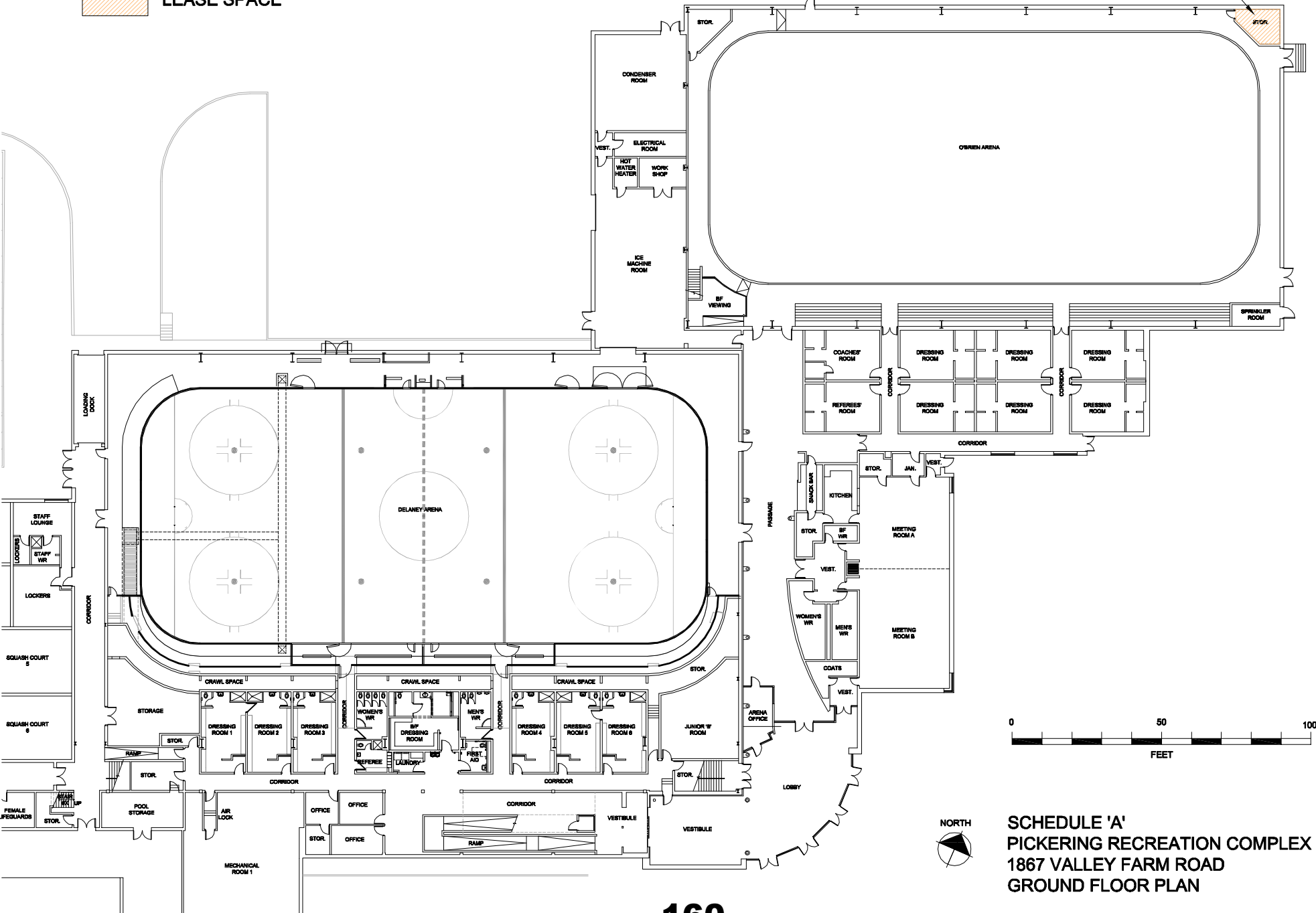
Susan Cassel, City Clerk

DURHAM WEST GIRLS’ HOCKEY ASSOCIATION

I/We have authority to bind the Corporation

 LEASE SPACE

DWGHA
STORAGE



SCHEDULE 'A'
PICKERING RECREATION COMPLEX
1867 VALLEY FARM ROAD
GROUND FLOOR PLAN

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of June, 2023.

B E T W E E N :

THE CORPORATION OF THE CITY OF PICKERING
(the "City")

LESSOR

- and -

PICKERING SWIM CLUB
(the "Sports Association")

LESSEE

Article I **Interpretation**

Definitions

1. In this Agreement, the term:
 - (a) **"Commencement Date"** means June 1, 2023.
 - (b) **"Lease"** means this lease as it may be amended from time to time;
 - (c) **"Premises"** means the portions of the Chestnut Hill Developments Recreations Complex and Delaney Arena, considered to be the Pickering Swim Club's storage rooms as shown on Schedules "A" attached hereto, located at 1867 Valley Farm Road, in the City of Pickering, Regional Municipality of Durham;
 - (d) **"Rent"** means the rent payable pursuant to Section 19; and
 - (e) **"Term"** means the term of this Lease as set out in Section 16.

Headings

2. The division of this Lease into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

Severability

3. All of the provisions of this Lease are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable or illegal, then it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force.

Number

4. Wherever a word importing the singular number only is used in this Lease, such word shall include the plural. Words importing either gender or firms or corporations shall include the other gender and individuals, firms or corporation where the context so requires.

Governing Law

5. This Lease shall be governed by, and interpreted and enforced in accordance

with, the laws in force in the Province of Ontario.

Entire Agreement

6. This Lease constitutes the entire agreement between the parties concerning the Premises and may only be amended or supplemented by an agreement in writing signed by both parties.

Article II Grant and Use

Grant

7. In consideration of the performance by the Sports Association of its obligations under this Lease, the City leases the Premises to the Sports Association for its use during the Term.

Sports Association's Use of Premises

8. The Premises shall be used only for storage purposes of the Sports Association, and for no other purpose without the prior written consent of the City. For the purpose of clarification, the Sports Association shall not use the Premises for any business or profit-generating purposes.

Nuisance

9. The Sports Association shall not carry on any activities or do or suffer any act or thing that constitutes a nuisance or which is offensive or an annoyance to the City.

City Use of Premises

10. Subject to Section 8, the City shall have first right of refusal to use the Premises. The Sports Association shall not be entitled to any rental fees or other remuneration associated with the use of the Premises by the City.
11. Provided it is not required by the City for any other use, the City shall provide the Sports Association with the use of the premises during the regular facility operating times.

Assignment and Subletting

12. The Sports Association shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of the City.

Licences

13. The Sports Association may not grant licences to use the Premises.
14. The Sports Association shall submit their annual financial statement to the City by December 1st of each year.
15. The Sports Association shall submit a list of its Board of Directors to the City by December 1st of each year.

Article III Term

Term

16. The term of this Lease shall be five (5) years from the Commencement Date to May 31, 2028.

17. The City may terminate this Lease at any time for any reason provided it has given the Sports Association six (6) months prior notice.

Overholding

18. If the Sports Association remains in possession of the Premises after the expiry of the Term, there shall be no tacit renewal of this Lease or the Term, notwithstanding statutory provisions or legal presumption to the contrary, and the Sports Association shall be deemed to be occupying the Premises from month to month upon the same terms, covenants and conditions as are set forth in this Lease insofar as they are applicable to a monthly tenancy.

Article IV Rent

Rent

19. The Sports Association shall pay to the City as rent for the entire Term in lawful money of Canada the sum of One (1) Dollar (\$1.00).

Gross Lease

20. The City acknowledges that this is a gross lease and agrees to pay all charges, impositions and outlays of every nature and kind relating to the Premises except as expressly set out in this Lease.

Article V Maintenance, Repairs and Alterations

Maintenance of Premises

21. The Sports Association shall maintain and operate the Premises so that they shall always be of good appearance and suitable for the proper operation of the Premises.
22. The City shall provide general maintenance services to the Premises at its expense.
23. The City shall be responsible for all day-to-day operating expenses including garbage removal. The Sports Association shall not be responsible for utilities.
24. (1) Subject to subsection (2), the City shall be responsible for all inspections and preventative maintenance with respect to the heating equipment, transformer, parking lot and lights.
- (2) The Sports Association shall be responsible for any damages or costs incurred due to the misuse or negligence of the Sports Association, its employees, volunteers, invitees, servants, agents, or others under its control and the Sports Association shall pay to the City on demand the expense of any repairs including the City's reasonable administration charge necessitated by such negligence or misuse.
25. The Sports Association shall immediately notify the City of any unsafe conditions on the Premises.

Security

26. The City shall be responsible for the security of the Premises. The Sports Association is not permitted to use the premises without City personnel on site to perform this function. The Sports Association will ensure that no copies of the keys to the Premises are made without the prior written consent of the City.

Alterations/Improvements to Premises

27. The Sports Association shall only be permitted to make alterations and improvements to the Premises that have been approved by the City.

Article VI Insurance and Indemnity

Sports Association's Insurance

28. The Sports Association, at its sole cost and expense, shall take out and maintain,
- (a) insurance upon property owned by it which is located on the Premises; and
 - (b) commercial general liability insurance pertaining to the Sports Association's liability to others in respect of injury, death or damage to property occurring upon, in or about the Premises, and includes coverage for tenants legal liability. Such insurance to be of an amount which is reasonable and sufficient having regard to the scope of the risk and the current practice of prudent owners of similar premises for the carrying on of similar businesses, but in any event in an amount not less than two million dollars (\$2,000,000.00) for claims arising out of one occurrence. Such policy shall also name the City as an additional named insured and may not be cancelled unless prior notice by registered letter has been given to the City by the insurer 30 days in advance of the expiry date.
29. Prior to the Commencement Date, the Sports Association shall file with the City a Certificate of Insurance in a form satisfactory to the City Treasurer, verifying that the commercial general liability insurance policy is in effect and setting out the essential terms and conditions of the insurance.
30. The provision of the insurance policy required by this section shall not relieve the Sports Association from liability for claims not covered by the policy or which exceed its limits, if any, for which the Sports Association may be held responsible.

Insurance Risks

31. The Sports Association shall not do, omit to do, or permit to be done or omitted to be done upon the Premises anything that may contravene or be prohibited by any of the City's insurance policies in force from time to time covering or relevant to any part of the Premises or which would prevent the City from procuring its policies with companies acceptable to the City. If the conduct of business in the Premises or any acts or omissions of the Sports Association on the Premises causes or results in any increase in premiums for any of the City's insurance policies, the Sports Association shall pay such increase to the City.

Indemnification

32. Each of the City and the Sports Association shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term or provision of this Lease or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the City or the Sports Association, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible.

Article VII Remedies on Default

City's Right to Re-Enter

33. If any amount payable to the City under this Lease shall remain unpaid for fifteen (15) days after the Sports Association has received notice thereof, then it shall be lawful for the City at any time thereafter to re-enter the Premises.

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34. In addition to all other remedies the City may have under this Lease and in law, if the Sports Association is in default of any of its obligations under this Lease, and such default has continued for a period of ten (10) days after receipt of notice by the Sports Association (or such longer period as may be reasonably required in the circumstances to cure such default, except in an emergency where the City will not be required to give notice), the City, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the Sports Association shall be responsible for all such costs.

Waiver

35. No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Sports Association at any time or times in respect of any covenant, obligation or agreement under this Lease shall operate as a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Sports Association save only an express waiver in writing.

Article VIII Miscellaneous

Quiet Enjoyment

36. The City shall permit the Sports Association to peaceably possess and enjoy the Premises during the Term and as per the facility operating hours without any interference from the City, or any person lawfully claiming by, from or under the City provided the Sports Association is not in default.

Right of Entry

37. The Sports Association agrees to permit the City and authorized representatives of the City to enter the Premises for the purpose of inspecting the Premises. The City shall use its best efforts to minimize the disruption to the Sports Association's use of the Premises during any such entry.

Signs

38. The Sports Association may only erect signs on the Premises with the City's prior approval. All such signs shall be removed from the Premises at the end of the Term.

Compliance with Laws

39. The Sports Association, at its sole cost and expense, shall comply with all legal requirements (including statutes, laws, by-laws, regulations, ordinances, orders, rules and regulations of every governmental authority having jurisdiction) that relate to the use of the Premises by the Sports Association or the making of any improvements to the Premises by the Sports Association.

Notice

- 40. Any notice required to be given by the City to the Sports Association under this Lease shall be in writing and shall be delivered to the Premises or such other address of which the Sports Association has notified the City in writing, and any such notice delivered shall be deemed good and sufficient notice under the terms of this Lease.
- 41. Any notice required to be given by the Sports Association to the City under this Lease shall be in writing and shall be delivered to The Corporation of the City of Pickering, Pickering Civic Complex, One The Esplanade, Pickering, Ontario (Attention: City Clerk) or such other address of which the City has notified the Sports Association in writing, and any such notice delivered shall be deemed good and sufficient notice under the terms of this Lease.

Successors and Assigns

- 42. This Lease shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Lease.

THE CORPORATION OF THE CITY OF PICKERING

 Kevin Ashe, Mayor

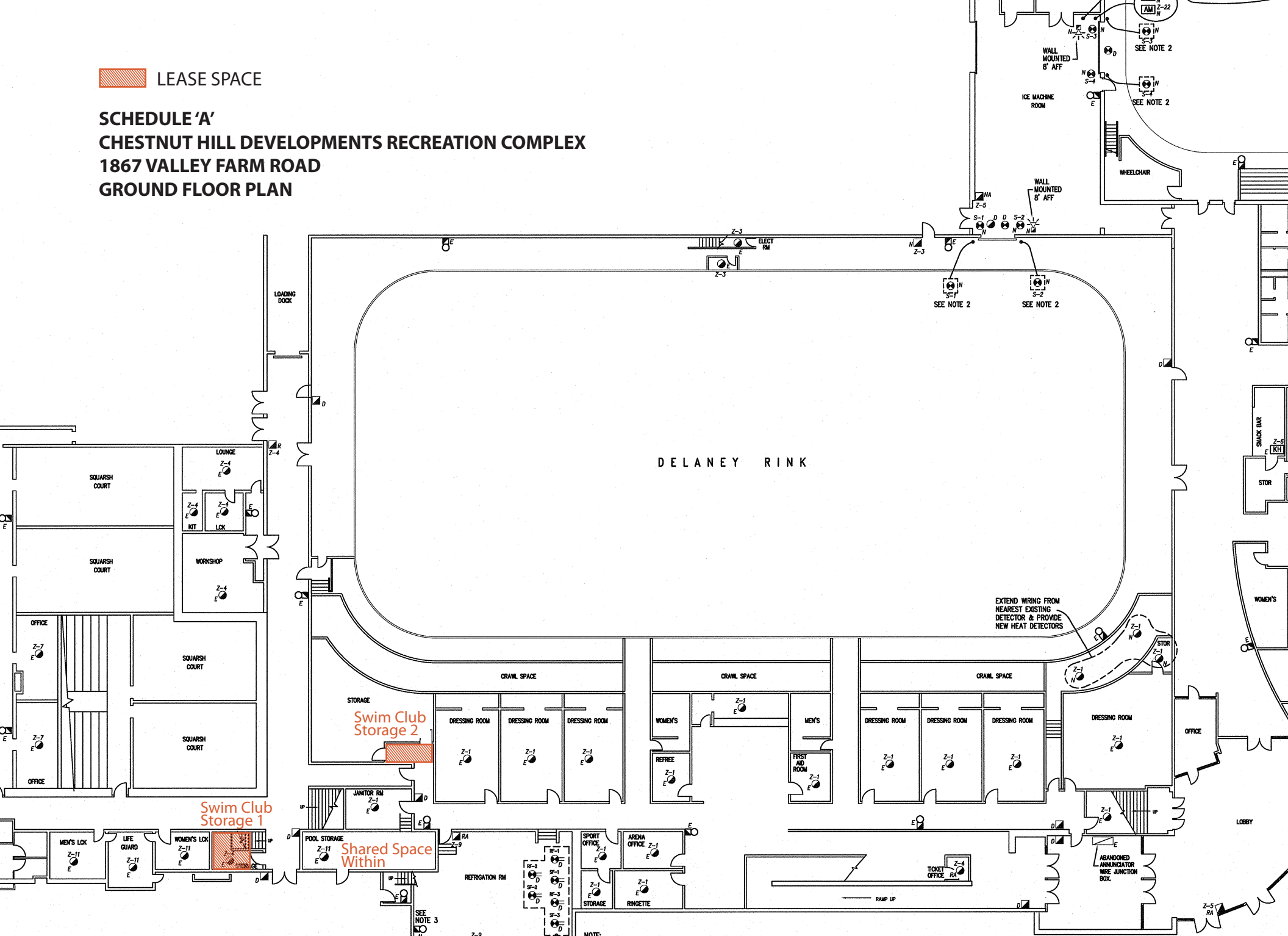
 Susan Cassel, City Clerk

PICKERING SWIM CLUB

 I/We have authority to bind the Corporation

 LEASE SPACE

SCHEDULE 'A'
CHESTNUT HILL DEVELOPMENTS RECREATION COMPLEX
1867 VALLEY FARM ROAD
GROUND FLOOR PLAN



From: Sarah Douglas-Murray
Director, Community Services

Subject: Millpond Meadow, Pickering Museum Village – Artist Selection
- Commission of Public Art
- File: A-1440-001

Recommendation:

1. That Council endorse that the commission of public art for Millpond Meadow at Pickering Museum Village be awarded to Sean Procyk and Sarah Fuller of Bluff Studio in the amount of \$80,000.00 (HST Included);
 2. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$72,042.00 as approved in the 2023 Current Budget as follows:
 - a) the sum of \$36,021.00 to be funded by the Healthy Communities Initiative, Community Foundations of Canada;
 - b) the sum of \$36,021.00 to be funded by the Building Communities Through Art and Heritage, Legacy Fund, Government of Canada;
 3. That the Mayor and the City Clerk be authorized to execute the Letter of Understanding, between Bluff Studio and the City of Pickering, set out in Attachment 4, subject to minor revisions acceptable to the Director, Community Services and the Director, Corporate Services & City Solicitor; and,
 4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: Grant funding has been confirmed through the Building Communities Through Arts and Heritage, Legacy Fund and the Community Foundation of Canada's Healthy Communities Initiative for the creation of an accessible outdoor gathering space and classroom, landscaping and public artwork at the Millpond Meadow at Pickering Museum Village. The Public Art Policy (CUL 130), as set out in Attachment 1, outlines the criteria, process and guidelines by which public art is procured by the City of Pickering.

Section 09.10 of the Purchasing Policy states that "Public Art Project purchases or Public Art projects with costs that exceed \$25,000 are subject to Council approval". Therefore, the purpose of this Report is to seek Council endorsement to proceed with the commission of public art for Millpond Meadow at a cost of \$80,000.00 (HST included).

As per Public Art Policy (CUL 130), this purchase of artwork is being recommended following a publicly promoted Call to Artists with pre-qualification of artists. The selection of artists was completed by a Public Art Jury, Public Art Committee and the Cultural Advisory Committee.

The proposal *On the Backs of Fish*, by artists Sean Procyk and Sarah Fuller of Bluff Studio received the highest juried score, and was recommended and endorsed by the Public Art Committee and Cultural Advisory Committee.

Financial Implications: This public artwork is fully funded from confirmed grant funding. The City of Pickering received \$40,000.00 from the Healthy Communities Initiative, Community Foundations of Canada, and \$40,000.00 from the Legacy Fund, Government of Canada. Grant funding was confirmed in 2022, and the Millpond Public Art commission in the amount of \$80,000.00 was included as a planned expense in the 2023 draft Current Budget, account 10200.502520.9710.

1. Estimated Project Costing Summary

Agreement	\$70,796.00
Total Project Cost	\$70,796.00
HST (13%)	9,204.00
Total Gross Project Costs	\$80,000.00
HST Rebate (11.24%)	<u>(7,958.00)</u>
Total Net Project Costs	<u>\$72,042.00</u>

2. Approved Source of Funds

Approved Code	Source of Funds	Budget	Funds Required
10200.502520.9710	Grant- Community Foundations of Canada	\$40,000.00	\$36,021.00
10200.502520.9710	Grant- Legacy Fund, Government of Canada	40,000.00	36,021.00
Total		<u>\$80,000.00</u>	<u>\$72,042.00</u>

Project Cost under (over) approved funds by	\$7,958.00
--	-------------------

Discussion: Grant funding was approved on March 29, 2022 by the Government of Canada (Legacy Fund) and August 30, 2022 by the Community Foundations of Canada. The grants require that all funds are spent prior to December 31, 2023. Grant funding was provided for the creation of an accessible outdoor gathering space and classroom, landscaping and public artwork at the Millpond Meadow at Pickering Museum Village. The accessible outdoor

gathering space and landscaping are currently in progress and are expected to be completed in the spring of 2023.

As per Section 08.01 of the Public Art Policy (CUL 130), an Open Call was selected as the Method of Acquisition. A two-stage process was selected in which Stage 1 would pre-qualify a short list of three artists. The three selected artists would then be invited to participate in Phase 2 in which they submitted a detailed project proposal.

A Call to Artists was issued on October 7, 2022 (Attachment 2). The Call to Artists was advertised through the City of Pickering website as well as Akimbo, PineRidge Arts Council (PRAC) newsletter, Community Services Distribution List, Creative Cities Network of Canada, DurhamRegion.com, and through Social Media.

As per Section 07.02 of the Policy, a Public Art Jury must be established for each acquisition of \$25,000.00 and over in value. The Public Art Jury is to be organized on a case by case and project by project basis. The Public Art Jury evaluates the artist proposals in accordance with the Artist Evaluation Criteria in Section 07.03 and Selection Considerations in Section 09 of the Policy. A Public Art Jury was convened to judge the submissions based on criteria established in the Public Art Policy.

Twenty-four artists responded to the Call to Artists with a conceptual design proposal. The Public Art Jury met on January 9, 2023 to confirm the results of the scoring and select the top three artists to move to Phase 2 as per the information set forth in the Call to Artists. The Cultural Advisory Committee endorsed the top three artists as selected by the Public Art Jury at their meeting on January 17, 2023.

The Phase 2 proposals were received on February 24, 2023. Each artist presented their concept to the Public Art Jury on March 2, 2023. The Public Art Jury reviewed the judging criteria, scored each proposal and ranked the top three finalists following the artist's presentations.

Following scoring and discussion, the Jury recommended that Bluff Studios be awarded the commission of public art in Millpond Meadow. The Public Art Committee met on March 17, 2023 to review the selection made by the Public Art Jury and recommended the selection to the Cultural Advisory Committee. The recommendation was endorsed by the Cultural Advisory Committee on March 21, 2023.

The conceptual design proposal is set out in Attachment 3.

The Artists made the following statement: "On the Backs of Fish is an interactive sculpture that forms a connection between landscape, community and ecology. The work would be made using a proprietary Glass Fibre Reinforced Concrete material called Cloudcrete. Formal elements of the work take inspiration from a run of salmon swimming upstream, with the fish forms emerging from Millpond Meadow, mimicking the movement of the fish as they navigate the current. The installation speaks to the important place salmon have in the Lake Ontario watershed ecosystem."

Salmon are reintroduced into Duffins Creek from the Millpond Meadow annually by the Ontario Federation of Anglers and Hunters and the Ontario Ministry of Natural Resources and Forestry. The Pickering Central Library supports a salmon hatchery and the release site at Pickering Museum Village directly tie into the broader vision of the Atlantic Salmon's story and the community's investment in ecosystem protection and repair.

The intention of *On the Backs of Fish* is to tangibly reveal the salmon in the meadow adjacent to Duffins Creek while also offering a sculptural environment in which to discuss and learn about the species and its re-emergence in the ecosystem.

The larger than life school of fish will be installed in the field alongside the new armour stone gathering circle, adjacent to Duffins Creek. The intention is that *On the Backs of Fish* will form a bridge between the learning space of the museum and the watershed itself - an interactive work that encourages play and an embodied understanding of how the fish travel through the landscape.

Bluff Studio has over 10 years of experience conceptualizing, managing and executing innovative site-responsive public art works. Their mandate is to cultivate vibrant, engaging and equitable public projects that foster healthy communities and strengthen the urban fabric.

Staff request that Council endorse the commission of public art for Millpond Meadow be awarded to Bluff Studios in the amount of \$80,000.00 (plus HST).

The Letter of Understanding (set out in Attachment 4) defines the relationship and responsibilities between the City and the Artist. Staff are requesting Council to authorize the Mayor and City Clerk to execute the Letter of Understanding with Bluff Studios.

Subject to Council's endorsement of the purchase of this artwork, the artists will begin fabrication of the artwork which will be installed in December 2023.

Attachments:

1. Public Art Policy (CUL 130)
2. Millpond Meadow Call to Artists
3. Artist's Conceptual Detailed Proposal
4. Agreement – Letter of Understanding

Prepared By:

Original Signed By:

Laura Gibbs
Division Head, Cultural & Community Programming

Approved/Endorsed By:

Original Signed By:

Sarah Douglas-Murray
Director, Community Services

SDM:lg

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer

Procedure Title: Public Art Policy		Policy Number CUL 130	
Reference Report #CS 36-19 Resolution # 167/19	Date Originated (m/d/y) November 25, 2019	Date Revised (m/d/y)	Pages 21
Approval Officer		Point of Contact Supervisor, Cultural Services	

Policy Objective

The City of Pickering is a vibrant community, rich in diversity, heritage, environment and the arts. As the City continues to grow and intensify, public art will play an integral role in creating an inviting and livable City.

This Policy establishes the framework for a sustainable Public Art Program that will deliver public art throughout the City that will:

- create attractiveness;
- promote community identity;
- reflect diversity and community landscape ;
- celebrate heritage;
- create a sense of place and attract interest;
- provide amusement, reflection and intrigue to a community, and,
- be selected through an objective and professional public art selection process that has a commitment to artistic merit.

The Public Art Policy and supporting Public Art Program will enhance the public realm, demonstrate the City's support for the arts and culture sector, and provide economic benefits.

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01 Definitions

- 01.01 **Accession** – the act of recording and processing artwork to the City's Public Art Collection.
- 01.02 **Acquisition** – obtaining ownership of public art through purchase, commission, donation, gift or bequest.
- 01.03 **Archiving** – the act of long-term storage and preservation of public art in a location owned by the City of Pickering. Archiving of public art may include storage and preservation of the original art piece, or a photographic/digital record of the original art piece.
- 01.04 **Artist** – the designer/creator of an artistic work and can include, but is not limited to, a professional artist, graphic designer, collaborative team, architect, or landscape designer.
- 01.05 **Borrowed** – refers to an artistic work that is borrowed by the City, through a loan agreement, for a defined period of time from a lender who owns and retains ownership of the artistic work.

- 01.06 **Call to Artists** – a request for proposal that outlines the scope of the Public Art that the City wishes to acquire. The Call to Artists will outline aspects such as project theme, timeline, compensation, and location.
- 01.07 **Commissioning** – the act of requesting and paying an artist to design and create a specific piece of art.
- 01.08 **Community Art** – artistic work created collaboratively between an artist and an identified community. Community members actively participate in the creation of the artistic work. The artistic process is of equal importance to the artistic product.
- 01.09 **Community-Based Public Art** – created as a result of a collaborative process between community members; which may or may not include the use of a professional, practicing artist, engaged in a collective method of art making.
- 01.10 **Conservation** – the maintenance and preservation of works of art and their protection from future damage and deterioration.
- 01.11 **Copyright** – the exclusive legal right to produce or reproduce, publish, print, sell, or distribute the matter and form of something or any substantial part thereof, such as literary, musical, or artistic works (e.g., drawings, paintings, photographs and sculptures).
- 01.12 **Creative Place-Making** – a practice where people are inspired collectively and collaboratively to reimagine, reinvent, and shape public spaces to maximize the shared value, as the heart of the community.
- 01.13 **Deaccession** – the act of permanently removing, relocating to another jurisdiction, or disposal of artwork from the City’s Public Art Collection.
- 01.14 **Intellectual Property** – the legal right to ideas, inventions and creations in the industrial, scientific, literary and artistic fields.
- 01.15 **Moral Rights** – the artist has the right to the integrity of the work and the right, where reasonable in the circumstances, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous. Moral rights are non-transferable and endure even after copyright has been assigned.
- 01.16 **Municipally Owned Public Space** – includes but is not limited to parks, road allowances, tunnels, boulevards, streets, courtyards, squares and bridges, as well as building exteriors, foyers, concourses, and significant interior public areas of municipal buildings.
- 01.17 **Permanent Public Art** – an original artwork which is situated at a particular site for longer than one year.
- 01.18 **Public Art** – art developed and designed by a professional artist that is displayed on municipally-owned public space. Public art may include, but is not limited to:
- sculptures;
 - murals;
 - memorials or monuments;

- fountains or water features that contribute aesthetically to their surroundings (not splash pads);
- hard and soft landscaping components; which are not a mere extension of the landscape/architecture;
- architectural components, specialized lighting; and
- Community art projects related to neighbourhood beautification.

- 01.19 **Public Art Committee** – is responsible for working with Community Services staff to provide advice and expertise; build public awareness and support for public art; and, identify eligible Public Art Jury members, when required.
- 01.20 **Public Art Jury** – is a group of residents, professionals and staff selected who evaluate artist proposals in accordance with the Artist Evaluation Criteria and Acquisition Criteria. The Public Art Jury is responsible to narrow down selections for acquisition.
- 01.21 **Professional Artist** – a person who is critically recognized as an artist, they possess skill, training and/or experience in an artistic discipline, is active in and committed to their art practice, and has a history of public presentation.
- 01.22 **Public Space** – space available for use by the public that includes, but it is not limited to, parks, boulevards, trail systems, open spaces, waterways, roads, bridges, gateways, streetscapes, civic squares, interior and exterior public areas associated with buildings, or structures owned, operated, occupied or used by or for the City.
- 01.23 **Restoration** – the repair or renovation of artworks that have sustained injury or decay to something approaching their original undamaged appearance.
- 01.24 **Signage** – any medium used to convey information by way of words, pictures, graphics, emblems or symbols, or any device used for the purpose of providing direction or information, identification, advertisement business promotion or the promotion of a product activity, service, or idea.
- 01.25 **Transitory Public Art** – an original artwork that are temporary, which could include a variety of mediums and can incorporate experimental public art projects.

02 Guiding Documents & Policy Context

- 02.01 The City of Pickering Cultural Strategic Plan (2014) sets a vision for arts, culture and heritage in the City; and, identifies strategic directions for policy and programs. One of the Plan's strategic directions is to cultivate opportunities for the creation, education and enjoyment of the arts, including:
- developing and implementing a Public Art Policy, program, and funding formula;
 - using art to enhance public spaces, particularly within the City Centre;
 - assigning a one percent contribution to public art from the capital budgets of applicable new or renovated facility and park projects; and,
 - establishing a Public Art Reserve Fund.

02.02 The City of Pickering Official Plan acknowledges that the quality of the built environment can be enhanced by promoting the integration of art in public places. Specifically, the Official Plan:

- promotes art in publicly-accessible and visible locations such as parks, prominent street corners, plazas and on buildings;
- encourages public art in a broad range of media, themes and formats in order to engage the observer, foster civic identity and promote social interaction; and,
- considers integrating public art in the early stages of the design and planning of developments.

02.03 The City Centre Urban Design Guidelines encourage permanent and transitory/temporary artworks to promote a sense of identity for the City Centre.

02.04 The Seaton Sustainable Place-Making Guidelines recognize that public art should be highly visible and serve as accents to the community by encouraging public art to be located at community core gateways.

03 Policy Statement

03.01 The City of Pickering is committed to and supportive of the benefits of public art and recognizes that art in public spaces is a valuable asset that enhances the social/cultural, built heritage and natural environments. Through public art, we beautify our environment; engage the community in Creative Place-Making; and, celebrate our values, stories, culture, heritage, and diversity while defining our unique identity. Public Art enhances quality of life for citizens and visitors; and, strengthens community pride, tourism and economic growth. The commission and acquisition of Public Art is exempt from the City's Purchasing Policy and must therefore be conducted in accordance with the processes outlined in this Policy.

04 Purpose and Objectives

04.01 The purpose of the Public Art Policy is to:

- i. Establish, for the City, a standardized and transparent process for the selection, acquisition, maintenance and deaccession of Public Art; and,
- ii. Provide, for the City, a sustainable funding model for the management of Public Art.

04.02 The framework for a Public Art Program established in this Policy is intended to provide a standardized and transparent structure for these processes to include:

- long-term planning;
- establishing a funding framework;
- creating an administrative structure;
- identifying opportunities for public art;
- initiating completions and a selection process;
- implementing and/or assisting with public art projects; and,
- ongoing maintenance, management, deaccession and disposal of the public art collection.

04.03 The Public Art Policy applies to temporary and permanent installations, including community art. The City may authorize public art that it does not own, to be placed on municipally owned public space through an agreement between the City and the owner of public art.

The City will not purchase or display art that:

- violates any City policy;
- conveys a negative message that might be deemed prejudicial;
- promotes alcohol and other addictive substances;
- presents demeaning or derogatory portrayals of individuals or groups or contains anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; or,
- is in direct competition with City of Pickering services, programs or initiatives.

05 Administration

05.01 The Public Art Policy and Program will be administered by City of Pickering Community Services staff in collaboration with City Development staff, the Public Art Committee, the Public Art Jury, and the Council of the City of Pickering.

05.02 Any member involved in the administration of the Public Art Policy and Program shall declare a conflict of interest, pecuniary or otherwise, and remove themselves in all cases from a juried selection process or any decision regarding the acquisition of public art in which they are involved either directly or indirectly.

06 City Representation

06.01 Council

The Council of the City of Pickering is responsible to:

- approve and uphold the Public Art Policy and any amendments;
- approve annual Public Art funding and expenditures in the Capital and Current Budget; and,
- act as an advocate for art in Public Spaces, and Private Developments in the City.

06.02 Chief Administrative Officer

Chief Administrative Officer (CAO) to:

- approve and uphold the Public Art policy, along with any amendments;
- approve any changes to the Public Art policy, as needed;
- act as an advocate for Public Art in Public Spaces, and private developments; and,
- support Public Art budget through the budget process.

06.03 Director, Community Services

Director Community Services to:

- uphold the Public Art Policy, along with any amendments;
- recommend any changes to the Public Art Policy, as needed; and,
- recommend the Public Art budget annually via the Community Services Department Capital and/or Current Budget.

06.04 Community Services Staff

The Community Services Department has the primary responsibility for administering the Public Art Policy and Program, and will work in cooperation with all other City departments to ensure its appropriate implementation. The City Development and Engineering Services Departments have a supporting role in implementing the Public Art Policy and Program.

Community Services Department staff are responsible to:

- oversee and implement the management, development, monitoring and evaluation of the Public Art Policy and Program;
- manage the Public Art collection including acquisitions, maintenance, conservation, research, interpretation and deaccessions;
- develop standards and procedures to ensure consistent implementation of the Public Art Policy and Program,
- identify, approve appointments and establish the Public Art Committee;
- work with the Public Art Committee to identify Public Art priorities, locations and initiatives (i.e. Public Art Work Plan);
- facilitate regular Public Art Committee meetings, circulating information, providing guidance and arrange for the recording of minutes;
- facilitate Public Art Jury meetings, circulating information, providing guidance and arrange for the recording of minutes, as may be required;
- develop “call to artists” and coordinate the selection process;
- establish artist selection processes; manage artist contracts, and compensation;
- liaise with selected artists to oversee installation and develop agreements;
- develop promotional and marketing initiatives to community Public Art activities;
- establish, maintain and promote the Public Art public inventory;
- identify, prepare, and incorporate amendments to the Public Art Policy and Program that do not have a financial impact, with approval from the CAO;
- advise Council, staff and residents on the Public Art Policy and related initiatives;
- develop the Public Art budget through the City’s annual budget process; and, investigate Federal, Provincial, or other sources of funding to promote and support the development of Public Art in the City.

06.05 City Development Department

City Development staff to:

- work with Community Services Department staff to identify appropriate locations for public art;
- ensure public art is considered in the planning of new communities, development of community design guidelines, and design of corporate and community facilities; and,
- encourage and secure public art through the review and approval of development applications.

06.06 Engineering Services Department

Engineering Services staff to:

- work with Community Services and City Development staff to ensure the safe and proper installation of public art on City owned property;
- incorporate public art into parks, landscaping, and streetscapes; and,
- ensure site lines are maintained in locating and positioning of public art on City owned and private property.

06.07 An inter-department Public Art planning team will be established to work in conjunction with the Public Art Committee for selection of artistic works and ongoing long-term Public Art planning, including site selection, restorations, conservation and maintenance. This planning team will include staff representatives from:

- Community Services;
- City Development; and,
- Engineering Services.

06.08 The Interdepartmental Public Art Planning team may also be comprised of the following, as appropriate:

- City of Pickering Library staff;
- City of Pickering Heritage Planner; and,
- Representatives (e.g. department heads) from other City of Pickering departments that may be impacted by the location of a public art project.

07 Selection Process

07.01 Public Art Committee

The Public Art Committee will be a standing sub-committee of the City's Cultural Advisory Committee. The Public Art Committee shall be comprised of seven members from the community selected by the Cultural Advisory Committee. Three members will be from the Cultural Advisory Committee itself. The other four members will not be members of the Cultural Advisory Committee, but will have professional experience related to at least one

of the following disciplines; urban planning or development, landscape architecture, architecture, visual, literary or performing arts, art history, art administration or education, curation, visual arts consulting, civil engineering, art review/writing, or heritage research and planning. All members of the Public Art Committee shall be residents of Pickering and will demonstrate a significant knowledge of arts and culture.

The Public Art Committee will:

- i. Advise on the implementation of the Public Art Policy through the Cultural Advisory Committee.
- ii. Review proposed project scope and terms of reference for each new Public Art project.
- iii. Evaluate and select artwork, under \$25,000 in value, in accordance with the Artist Evaluation Criteria in Section 7.3 and Acquisition Criteria in Section 6.0 of this Policy.
- iv. Ensure application of established procedures and guidelines for each selection process.
- v. Advise and promote communication and outreach of this Policy to the community.
- vi. Advise on the development and implementation of selection, acquisition, maintenance, and deaccession of artistic works to which this Policy applies.
- vii. Advise and recommend to the City, through the Cultural Advisory Committee, on proposed gifts, donations and bequests to the City in accordance with established guidelines.
- viii. Review the results of the Public Art Jury, and put forward a recommendation to acquire for endorsement of the Cultural Advisory Committee to acquire the proposal with the best marks, or put forward for community consultation.

The Committee will be subject to City policies to ensure fair and equitable treatment of all participants in the process and to ensure their recommendations are without bias.

Specifically, the City will not purchase or display art that:

- violates any City policy;
- conveys a negative message that might be deemed prejudicial;
- promotes alcohol and other addictive substances;
- presents demeaning or derogatory portrayals of individuals or groups or contains anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; and,
- is in direct competition with City of Pickering services, programs or initiatives.

All decisions made by the Public Art Committee shall be endorsed by the Cultural Advisory Committee.

07.02 Public Art Jury

A Public Art Jury must be established for each acquisition of \$25,000 and over in value, and may also be established for works of a lesser amount at the discretion of the Public Art Committee. The Public Art Jury will be organized on a case by case, and project by project basis.

The Public Art Jury will evaluate artist proposals in accordance with the Artist Evaluation Criteria in Section 07.03 and Acquisition Criteria in Section 06.04 of this Policy. The Public Art Jury is responsible to narrow down selections for acquisition and present the three top-ranked proposals to the Public Art Committee, for final recommendation to the Cultural Advisory Committee. Dependant on the impact the public art will have on the community, the three top-ranked proposals may be presented for community consultation.

While the ultimate objective of the Public Art Jury is to reach an unanimous decision, members may be divided in their evaluations and as such, a Public Art Jury will consist of uneven numbers to enable a majority vote.

The composition, duration and terms of reference for any Public Art Jury will be dependent on the nature of the Public Art project. Appointees to a Public Art Jury may consist of:

- Three City staff which may include representatives (e.g. department heads, Heritage Planner, Library) from other City of Pickering departments, as appropriate, that may be impacted by the location, or subject matter of a Public Art project.
- Three resident members from the Public Art Committee.
- Two professional artists that are not residents of the City of Pickering.
- One professional architect that is not a resident of the City of Pickering.

In certain circumstances, members of a Public Art Jury with external expertise (e.g. professional architect or professional artist) may be compensated for their time on the Public Art Jury.

07.03 Artist Evaluation Criteria

When evaluating specific artwork proposals, the Public Art Jury will consider the vision, mandate and objectives of the Public Art Program and the specific aims in the project brief. The Public Art Jury (as per section 07.02) will also consider the artist's:

- artistic excellence of previous work;
- ability to achieve the highest quality of contemporary artistic excellence and innovation;
- professional qualifications and relevant working experience as related to the public art project brief;
- ability to manage a project and experience working with a design team, project team and/or community group, as appropriate;
- potential to comprehend, access and interpret relevant technical requirements; and,
- interest in and understanding of the public art opportunity and the context.

07.04 Exhibitions

The City of Pickering will host exhibitions of art in community facilities by:

- professional artists whose work is relevant to the community;
- Pickering artists, or artists whose work is Pickering based;
- artists that are members of a Pickering-based arts organization; and,

- City staff or their immediate family members.

The City of Pickering will create and facilitate opportunities for local businesses to display public art and/or undertake temporary art exhibitions.

The content of art exhibitions is at the discretion of Community Services staff and must be suitable for viewing by all ages.

07.05 Artist in Residence

The City of Pickering will provide opportunities for an Artist in Residence program, provided that:

- funding exists through a grant or approved budget;
- the residency is of mutual benefit to the City and the Artist(s);
- a portion of the works created will remain in the City Collection; and,
- artists are properly compensated for their work, space and accommodation.

An Artist in Residence will work in partnership with the City and interested external organizations, and agencies.

08 Acquisition

The City may acquire works of art through purchase, commissioning, donation, or creation of community arts projects. All works to be purchased, commissioned or donated will be subject to the terms and conditions of the Public Art Policy and incorporated into the Public Art Inventory.

08.01 Purchase or Commission of Art

The process for purchasing and commissioning art will be fair and transparent and will be in accordance with the City's Purchasing Policy.

Depending on the nature of the artwork, it may be secured through:

- The issuance of an Open Call. This type of competition is the preferred method which sees a "Call to Artists" developed and issued. A "Call to Artists" can be geared towards local, provincial, national and/or international artists, and/or art collectives and includes specific guidelines, criteria and eligibility based upon each Public Art Initiative identified by Cultural Services staff. A RFQ may be used to pre-qualify artists for general or specific public art projects. When an open call public art competition results in two equally weighted proposals, consideration will be given to the local/Canadian submission.
- Request for Proposal (RFP) competition occurs when a select group of artists and/or collectives are invited to submit a proposal for consideration towards a specific Public Art initiative. The applicants must adhere to the guidelines and criteria established by the City of Pickering.

- Direct Invitation/Commission or Purchase (Single/Sole-Source) occurs when a single artist is identified to complete a Public Art project, or when an existing piece of Public Art is purchased. In the instance of the purchase of an existing piece of art, an appraiser or outside expert may be called in to determine authenticity.

For large commissions in public spaces, the Public Art Committee may choose to provide the three top-ranked Public Art Jury selections for Community comment prior to finalizing the selection process.

08.02 Donations

On occasion, the City may be offered donated works of art in the form of a bequest or a gift. When public art is acquired through donation, in accordance with the criteria established in the *Income Tax Act* (Canada), the City of Pickering may issue a tax receipt to the donor. The donor is responsible for meeting Government of Canada criteria to receive an income tax credit for the artwork. Independent appraisal costs will be the responsibility of the donor.

Donated art must follow the City's Financial Control Policy FIN-030 and be subject to an evaluation process based on the City's donation criteria outlined below:

- information about the artwork including photographs of the artwork (if existing) or illustrations (if proposed);
- maintenance and conservation plan, including the condition of the work and any repairs needed;
- site installation requirements of the artwork;
- projected budget for installation and ongoing maintenance of the artwork;
- legal proof of the donor's authority to donate the work; and,
- where appropriate an appraiser or outside expert may be called in to determine authenticity or value.

All donations of existing artworks will be subject to a review process by Community Services staff in collaboration with the Public Art Committee. All donations should be unencumbered, free and clear of conditions and restriction imposed by the donors. Donations will be evaluated against the selection criteria in 07.01 and 07.03. The City is not required to accept donations of Public Art that are offered.

Donated art will also include a funding donation for the transfer, installation, maintenance, conservation, restoration of the work being donated, the amount of which will be negotiated as part of the acceptance agreement. Additionally, City staff are responsible for conducting a feasibility analysis, which outlines aspects such as the benefits of the acquisition, and short and long term costs.

The individuals or organizations proposing to donate artwork will be notified of the City's decision to accept or decline the donation. If accepted, the individual and/or organization shall acknowledge that donated art cannot be returned. Accepted donations of public art will be documented, a release form signed by both the City and the donor, and the artwork insured at time of acquisition. Any documents pertaining to ownership of the donation must be transferred to the City and filed by City staff accordingly. Once accepted, the

donation may be stored, exhibited, loaned, deaccessioned or disposed of at the discretion of the City.

Donation of funding from the public or private sector for the City's Public Art program will be added to the Public Art Reserve Fund.

08.03 Transitory/Temporary Public Art

The City may secure on a temporary basis, through loan or lease, works of public art for display in public spaces. All artworks to be displayed in public spaces will be evaluated in accordance with the Artist Evaluation Criteria in Section 07.03 and Acquisition Criteria in Section 08 of this Policy.

Temporary installations of artwork will be documented, and included in the City's inventory of public art exhibitions; listing the dates of display, and a project/artist statement.

08.04 Community Art Projects

The Cultural Services Section will receive applications for community art projects; which may include requests for funding of up to \$10,000 for any individual project. The Cultural Services Section will determine whether a community art project should proceed and/or be funded. The goal of these community art projects is to create artwork that is accessible to a large public, not simply because it has been placed in a public space or because of its content, but through the engagement of community members in defining and shaping their environment. Community Art projects must include use of amateur and/or professional practicing artists, and gain the support of the Public Art Committee, and Cultural Advisory Committee. Community murals and tree carvings are examples of community art projects.

08.05 Public Art Exclusions

Examples of Public Art excluded under the scope of this policy are:

- i. directional elements such as super graphics, signage or colour coding, except where these elements are an integral part of the original work of art or public art project;
- ii. art objects which are mass-produced of standard design such as playground equipment or statuary objects;
- iii. landscape architecture and landscape gardening, except where these elements are in integral part of the original work of art, or are the result of collaboration among design professional including at least one artist; and,
- iv. easily moveable artworks such as paintings, drawings, models and books.

09 Selection Considerations

Artwork being considered for acquisition regardless of the acquisition method should take into account the following:

Community Relevance and Impact

- Suitability for display in a public space
- Reflects the City's heritage, and/or history, culture and diversity, and/or natural elements and landscapes
- Builds appreciation for public art

Overall Quality and Authenticity

- Originality of design
- Intrigues viewers and stimulates imagination
- Artist reputation, demonstrated and related experience
- Condition of the artwork

Location

- Site suitability
- Response to or complements the location's uses and users

Economic Value

- Short and long term costs
- Tourism potential

Installation Maintenance & Conservation

- City's ability to accommodate installation requirements
- City's ability to safely display, maintain and conserve the work
- Long-term maintenance cost
- Longevity of the artwork
- Environmental impact

Submission

- Compliance with guidelines outline in the Public Art Policy and accompanying "Call to Artist"
- Quality of the approach/work plan and methodology
- Ability to meet budgetary estimates and timelines.

10 Site Selection

The selection of sites for public art shall be made by City staff with staff considering comments and or suggestions from the Public Art Committee and the Cultural Advisory Committee, using the following criteria:

- potential visibility of public art;
- distribution of projects across the City;
- implementation potential;
- public benefit;
- geographic justification;
- quality, scale and character of the public art are suitable for the location and audience;
- environmental conditions, site servicing and safety; and,

- does not interfere with existing or proposed artwork, buildings or structures in vicinity.

Public art may be installed in the following areas, as required and as pieces become available:

- public areas in municipally owned facilities, community centres and libraries (interior and exterior spaces); and,
- Parks and Public Spaces.

For the installation of public art, the City, in consultation with the Public Art Committee, may also identify key priority areas such as the waterfront, City Centre and transit corridors; and/or key themes such as culture, heritage, agriculture and environment.

10.01 On Lands Owned by the City of Pickering

Installation of public art is encouraged in public spaces and parks owned by the City of Pickering; and in public areas of City of Pickering owned office buildings, community centres, and libraries.

Proposals for public art installations by the private sector or other public agencies on infrastructure (e.g. roads, bridges, buildings, etc.) or land owned by the City of Pickering that were not commissioned through the Public Art Program must adhere to the City of Pickering Public Art Policy and all other relevant City policies, by-laws, standards, and procedures.

Proponents of public art proposals are required to pre-consult with Community Services staff, City Development staff and Public Art Committee; and, to present to the Council of the City of Pickering. Proponents will also be subject to entering into a license agreement with the City of Pickering regarding matters such as maintenance and the continued use of public property.

10.02 On Lands Owned by Other Levels of Government and Public Agencies

10.02.1 Consultation with the City of Pickering

Public agencies that propose public art as part of a redevelopment or new development, are required to pre-consult with Community Services staff, City Development staff, and the Public Art Committee; and to present to the Council of the City of Pickering.

10.02.2 On Lands Owned by the Region of Durham

Installations of public art initiated or approved by the City of Pickering on infrastructure (e.g. roads, bridges, buildings, etc.) owned by the Region of Durham will be subject to entering into an agreement with the Region of Durham.

10.03 On Private Lands

The City actively encourages the private sector to include public art in development projects to elevate and improve the public realm. Proponents of public art proposals are required to pre-consult with Community Services staff, City Development staff, and the Public Art Committee; and, to present to the Council of the City of Pickering. Direction on options for private sector contributions to public art are provided in Section 21 of this Policy.

11 Collections Management

11.01 The City has the authority to determine the length of time a work of public art will be displayed in Public Spaces. The City shall consult, where possible, on the restoration or removal of public art, but shall retain the right to restore, relocate, or archive a work of public art without the artist's and/or donor's consent.

11.02 Accessioning/Registry/Inventory:

- The City shall document all works in the Public Art Collection and maintain a registry/inventory of the Public Art Collection; which shall be made available to the public.
- Temporary public art shall not be registered into the Public Art Collection and shall not be part of the maintenance and conservation program.
- Temporary works will be added into the Inventory of Public Art Exhibitions. Temporary exhibitions will be photographed and documented (artist/project statement).

12 Maintenance & Conservation

12.01 It is the responsibility of the City to maintain all permanent works of art within the Public Art Collection in accordance with the approved maintenance plan and/or conservation plan required for each piece.

12.02 All public art submissions must include a detailed manual from the artist outlining the maintenance and/or conservation plan. The plans will include, but are not be limited to: a maintenance dossier; shop drawings; manufacturers' lists; key contacts, including the artist; maintenance and/or conservation specifications; and, budgets.

12.03 City staff will monitor the existing inventory for maintenance requirements. The City may choose to retain a qualified professional to undertake the inspection, if deemed necessary.

13 Insurance

13.01 All artistic works owned by the City through purchase, commission and/or donation are the property of the City of Pickering and are insured under the City's Insurance Policy.

13.02 For all Borrowed Public Art, the Artist will submit proof, satisfactory to the City, of insurance coverage for the artistic work, and a waiver freeing the City from liability in case of accidental loss, theft, damage or vandalism. In addition, the Artist will submit a complete list of displayed artistic work(s); which will include the title(s), dimensions, medium/media and appraised value(s).

14 Storage

14.01 When storage of Public Art, whether short-term or long-term, is required, the City will ensure that such storage meets appropriate museum standards. Whenever possible, existing City and community resources will be used for the storage and management of the City's Owned Public Art.

15 Agreements & Installation

15.01 The Artist will enter into a written agreement with the City of Pickering following the approval of the acquisition of the public art. This agreement will address the Artist's obligations, which include, but are not limited to:

- Materials
- Timelines
- Installation
- Maintenance and/or conservation plans
- Warranty
- Copyright, Intellectual Property and Moral Rights
- Payments to sub-contractors

15.02 The Artist is generally responsible for the installation of all artworks that the City has acquired. All contractual requirements with the Artist(s) will be overseen by the City and identified, in advance, through the agreement of purchase, commission or donation. The condition of all acquired art works will be reported upon receipt, and any problems found will be referred to the artist for resolution.

15.03 The City has the authority to determine the length of time a work of public art will be displayed in Public Spaces. The City shall consult, where possible, on the restoration or removal of public art, but shall retain the right to restore, relocate, or archive a work of public art without the artist's and/or donor's consent.

16 Deaccession & Disposal

16.01 The City may deaccession and/or dispose of Public Art when necessary. All reasonable efforts will first be made to resolve problems or re-site the Public Art, in consultation with the Artist and/or donor, where appropriate. Public art may be deaccessioned and/or disposed of under any of the following situations:

- endangerment of public safety;
- excessive repair or maintenance;
- irreparable damage;

- inaccessibility;
- site redevelopment;
- art is no longer relevant ;
- works that endanger public safety;
- possibility of upgrading through exchange;
- no appropriate location for exhibition of work;
- copies, forgery or reproductions lacking authenticity or archival value;
- the public art is no longer relevant to the City's Public Art Collection, or
- the public art is discovered to have been stolen, or was offered to the City for acquisition using fraudulent means.

- 16.02 The City of Pickering will be responsible for preparing a report providing the justification for recommending deaccessioning of the artwork for the Public Art Committee, to be endorsed by the Cultural Advisory Committee and received as correspondence by Council, as appropriate.
- 16.03 In the event of accidental loss, theft or vandalism, the City retains the right to determine whether replacement or deaccessioning of the artwork is appropriate.
- 16.04 No artistic work will be deaccessioned and disposed of without consultation with the Public Art Committee. Recommendations to the Public Art Committee regarding the need for a method of deaccession will be made by Cultural Services Staff. The deaccessioned art may be moved, sold, returned to the artist or destroyed, with any monies received through the sale of the artwork being placed in the Public Art Reserve Fund.

17 Copyright and Intellectual Property

- 17.01 Artwork acquired for the Public Art Collection shall become the property of the City of Pickering except those artworks subject to the parameters for Temporary Public Art as outlined in Section 08.03.
- 17.02 The City will respect the artist's right of authorship and the integrity of the public art.
- 17.03 Copyright of the artwork shall remain with the Artist unless the City has acquired the copyright in full from the Artist or has an agreement in writing for limited usage.
- 17.04 Except in very rare circumstances, the Artist(s) shall own all Intellectual Property in the work developed. Following best practice in North American Public Art Programs, they will not be asked to waive their Artist Moral Rights or assign their copyrights. Artist(s) will be asked to provide a royalty-free non-commercial license to the City of Pickering for images of their work in perpetuity.
- 17.05 In cases where the artist is not contracted directly to the City, but is a sub-contractor (e.g. for integrated artworks or artist on a design team) or for developer-provision of public art, the City shall stipulate that the contract must include terms related to intellectual property rights, ownership, and maintenance obligations, as appropriate.

18 Artist Remuneration

- 18.01 Artists shall be fairly compensated for their time and work. Compensation shall be determined on a case by case basis.
- 18.02 Artist Contract Terms – In creating standard agreements with artists, it is important to note artist moral rights and to take into consideration practices in the arts sector, which differ from other professional service providers or suppliers. When the City of Pickering contracts an artist for a commission, the artist agreement will include, but not be limited to the following:
- scope of work (may be design services only; or design, fabricate and/or install);
 - City's and artist's obligations, appropriately apportioning risk and responsibility;
 - timelines;
 - ownership, maintenance, and conservation obligations;
 - intellectual Property, Copyright, and Artist Moral Rights;
 - artist recognition;
 - warranty and insurance (as appropriate); and,
 - payment schedule.

19 Community Engagement & Awareness

- 19.01 The City will be responsible for ensuring there is an opportunity for community input and involvement in public art and expanding the level of knowledge of the City's Public Art Collection in the community.
- 19.02 City staff will be responsible for ensuring the community is aware of any public art installations or deaccessioning in public spaces. When appropriate, the community will be asked to comment on the selection of a commissioned work or official unveilings will be undertaken in order to allow residents to take part in celebrating new additions to the Public Art Collection.

20 Pickering Public Art Interactive Map

- 20.01 The City of Pickering shall develop and maintain an interactive online public map that identifies the location of public art pieces and provides a photograph and information, such as a description of the public art piece, installation date and artist name. If available, the City will also include information from the artist including web links, artist biography, artist statement and video footage of the artist discussing their work.
- 20.02 This information will also be held within the Public Art Inventory; which will be maintained by the Community Services Department.

21 Public Art Development by the Private Sector

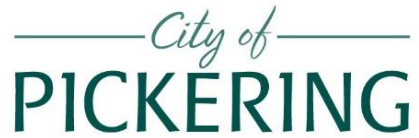
- 21.01 The City actively encourages private sector applicants to include public art in development projects through the Site Plan application process. The provision of public art will be secured through a Site Plan Control Agreement that will be registered against the title of the lands.
- 21.02 Options for private sector contributions to public art are:
- On-site Contribution: This is where the applicant incorporates the public art within the development limits. In addition to the requirements outlined in Section 10.03 of this Policy, the design, commissioning and installation of the public art piece will be at the sole cost of the owner, and subject to approval by the City. Ongoing maintenance, repair or replacement of the public art piece will be at the sole cost of the owner.
 - Off-site Contribution: This is where the applicant provides public art on municipal property. In addition to the requirements outlined in Section 10.01 of this Policy, the design, commissioning and installation of the public art piece will be at the sole cost of the private sector proponent, and subject to approval by the City. The ongoing maintenance, repair or replacement of the public art piece will be at the sole cost and responsibility of the City.
 - Partnership with business/agency.

22 Funding

- 22.01 Funding to support this policy will be provided through the establishment of a Public Art Reserve Fund, as recommended in The City of Pickering Cultural Strategic Plan (2014).
- 22.02 Starting in 2021, it is recommended that Council provide financial support in the amount of \$100,000 to implement the Public Art Policy. In 2022, it is recommended that the financial support increase by \$25,000 for a total of \$125,000. The financial contribution should be increased by \$25,000 every year until the funding model is reviewed.
- 22.03 The Public Art Reserve Fund will be used to cover the costs of the management, additional insurance costs, administration and promotion of public art in the City and the purchase, maintenance, conservation, restoration, archiving, and deaccession of the Public Art Collection.
- 22.04 Up to a minimum of 75% of all funds collected must be used for the design, fabrication installation and documentation of Public Art or Community Art projects chosen through an objective jurying selection process.
- 22.05 Funds ranging up to 25% will be apportioned to the governance and administration of the selection process, collection, inventory, staffing, legal requirements, deaccession of artistic works, and overall policy review.

22.06 Any operating funding required for the ongoing operation of specific pieces of public art must be funded from the Public Arts Reserve Fund and approved by Council on a case by case basis.

Please refer to all associated Procedures and Standard Operating Procedures, if applicable, for detailed processes regarding this Policy.



Call to Artists:

Pickering Public Art

Location: Millpond Meadow, Pickering Museum Village

Deadline: November 7, 2022



Artist Opportunity

The City of Pickering invites artists to respond to the Call for Artists to create a permanent outdoor public artwork to be installed at Millpond Meadow at Pickering Museum Village.

As per the City of Pickering Public Art Policy (CUL 130) an artist is defined as the designer/creator of an artistic work and can include, but is not limited to, a professional artist, graphic designer, collaborative team, architect, or landscape designer.

The total budget for the project, including artist fees, materials, and installation is \$80,000 (plus HST).

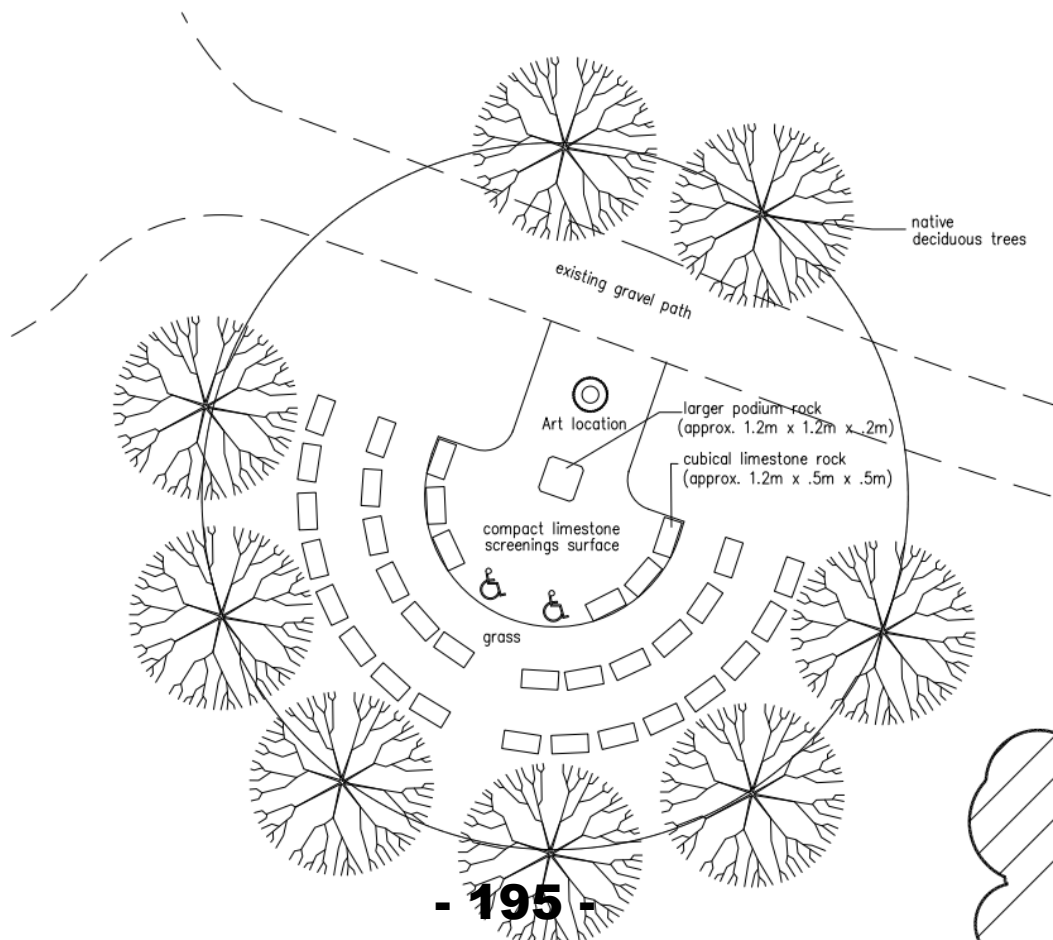
A public art jury comprised of city staff, practicing arts professionals, and community members will be established for this competition.

Public Art Opportunity

The City of Pickering’s Cultural Strategic Plan (2014) outlines the City’s commitment to collaborate with the community to celebrate our cultural diversity, heritage and the arts; to sustain our natural environment; to foster a creative economy; and to strengthen our vibrant neighborhoods.

The artwork will be located at Millpond Meadow at Pickering Museum Village. Pickering Museum Village is envisioned as a community hub where people come together to learn, share stories, and build relationships through progressive, fun, and vibrant experiences. This public art piece is intended to reflect the natural beauty and vibrancy of the meadow and surrounding area and celebrate the history of the City of Pickering.

The project is funded supported by the Government of Canada’s Healthy Communities Initiative and Building Communities Through Arts and Heritage, Legacy Fund.



Community Background

The Pickering Museum Village (PMV) is located in the heart of Greenwood. Nineteenth century Greenwood was a bustling community boasting many businesses and prominent residents. At the center of the community was the Greenwood Blacksmith Shop. Local businesses, industries and residents relied on the dedicated tradesmen working in the shop to supply and repair essential tools and equipment for their homes and businesses.

Millpond Meadow is located adjacent to Duffin's Creek alongside the Greenwood Conservation Area. The waterway supports a diverse ecosystem, including salmon, and in the past was a site that supported the historic mill, that used to stand where the "Millpond Meadow" is now located.

For the past five years, the City of Pickering, in partnership with the Pickering Public Library, Ontario Federation of Anglers and Hunters and Ontario Ministry of Natural Resources, has supported a salmon hatchery at the Pickering Central Library. Library patrons and students from local schools had the ability to observe and learn about the Atlantic salmon and the importance of biodiversity. The hatchery resulted in the release of over 400 Atlantic salmon into Duffins Creek. In addition, salmon hatchlings are released annually into Duffins Creek by the TRCA at the museum site

Budget

\$80,000 CAD (maximum before HST). This is the total amount available for all related expenses of this public art project including, but not limited to: artist fees, all applicable taxes, detailed renderings, materials, technical consultations and approvals or other expertise as required, fabrication, installation, insurance, equipment, travel to meetings and to the site, and an artist statement for completed work.

The selected artist will enter into a written agreement with the City of Pickering following the approval of the acquisition of the public art. This agreement will address the artist's obligations, which include, but are not limited to:

- Materials
- Timelines
- Installation
- Maintenance and/or conservation plans
- Warranty
- Copyright, Intellectual Property and Moral Rights
- Payments to sub-contractors

Stage 1: Open Call

The public art jury will review all submissions and identify a short-list based on artistic excellence and demonstrated or perceived ability to create and execute an innovative, engaging public artwork that is complementary to the overall design scheme and community context.

Expression of Interest Submissions:

Artists are invited to respond to this call by submitting a single pdf document:

This pdf document must be labeled with the name of the artist and project (LastName FirstName_ MillpondMeadow) and include:

- CV (one for each team member, if applicable)
- Brief artist statement outlining interest in project, showing relevant experience, ability, and general artistic approach. Please include your experience and intended approach to the community engaged process. Do not include proposals at this stage.
- Maximum ten (10) images of work, with caption including title, materials, dimensions, location, and commissioning body (if applicable). Audio / Video files may be provided via URL.
- Names and contact information for two references (preferably from recent projects).

Email submissions to: lcabral@pickering.ca

**Submissions must be received by November 7, 2022 at 5pm
Late submissions will not be accepted**

Stage 2: Conceptual Design

The short-listed artists will be notified in November and invited to submit a conceptual design proposal in a PowerPoint presentation. A detailed Terms of Reference project document will be provided to help short-listed artists prepare their proposals.

Short-listed artists will be paid a fee of \$1,500.00 (+HST) for their submission of a complete conceptual design proposal. Short-listed artists must attend an interview and present their proposals (online presentations may be required) to the public art jury in February 2023.

When evaluating specific artwork proposals, the Public Art Jury will consider the vision, mandate and objectives of the Public Art Program and the objectives listed in the Public Art Opportunity outlined on Page 1 of this Call to Artists. The Public Art Jury (as per section 07.02 of the City of Pickering Public Art Policy) will also consider the artist's:

- Artistic excellence of previous work;
- Ability to achieve the highest quality of contemporary artistic excellence and innovation;
- Professional qualifications and relevant working experience as related to the public art project brief;
- Ability to manage a project and experience working with a design team, project team and/or community group, as appropriate;
- Potential to comprehend, access and interpret relevant technical requirements; and,
- Interest in and understanding of the public art opportunity and the context.

The Public Art Jury in selecting the successful proposal will also consider the following:

Community Relevance and Impact

- Suitability for display in a public space
- Reflects the City's heritage, and/ or history, culture and diversity, and/or natural elements and landscapes
- Builds appreciation for public art

Overall Quality and Authenticity

- Originality of design
- Intrigues viewers and stimulates imagination
- Artist reputation, demonstrated and related experience
- Condition of the artwork

Location

- Site suitability
- Response to or complements the location's uses and users

Economic Value

- Short- and long-term costs
- Tourism potential

Installation Maintenance & Conservation

- City's ability to accommodate installation requirements
- City's ability to safely display, maintain and conserve the work
- Long-term maintenance cost
- Longevity of the artwork
- Environmental impact

Submission

- Compliance with guidelines outlined in the Public Art Policy and accompanying "Call to Artist"
- Quality of the approach/work plan and methodology
- Ability to meet budgetary estimates and timelines.

Project Considerations:

The artwork must adhere to the following design parameters:

- Be an exterior sculptural installation, suitable for exhibition in a public space;
- Be appropriate for the site in scale, execution, materials and creativity;
- Be fabricated using high quality, long-lasting materials; and
- Not pose a risk to public safety.

The selected artist will be required to submit drawings certified by a structural engineer licensed to operate in Ontario, at their own expense.

Timeline:

Call for submissions opens: September 30, 2022

Call for submissions closes: November 7, 2022

Public Art Jury meets: November, 2022

Notification of shortlist artists: January, 2023

Presentations: February, 2023

Production: May-October, 2023

Installation: October/November, 2023

Recommendations made by the Public Art Jury will be endorsed by the CAC. Final award of the project will be done through a council report in April 2023.

Contact Information:

Lucas Cabral
Coordinator, Public Art
City of Pickering
lcabral@pickering.ca



Funded by the Government of Canada



On the Backs of Fish

Schematic Proposal for Millpond Meadow Phase 2



PREPARED FOR

City of Pickering
Attn: Lucas Cabral
Coordinator, Public Art

PREPARED BY

Bluff Studio
Sarah Fuller & Sean Procyk

CONTACT

Sarah - sarah@sarahefuller.com
Sean - seanprocyk@gmail.com

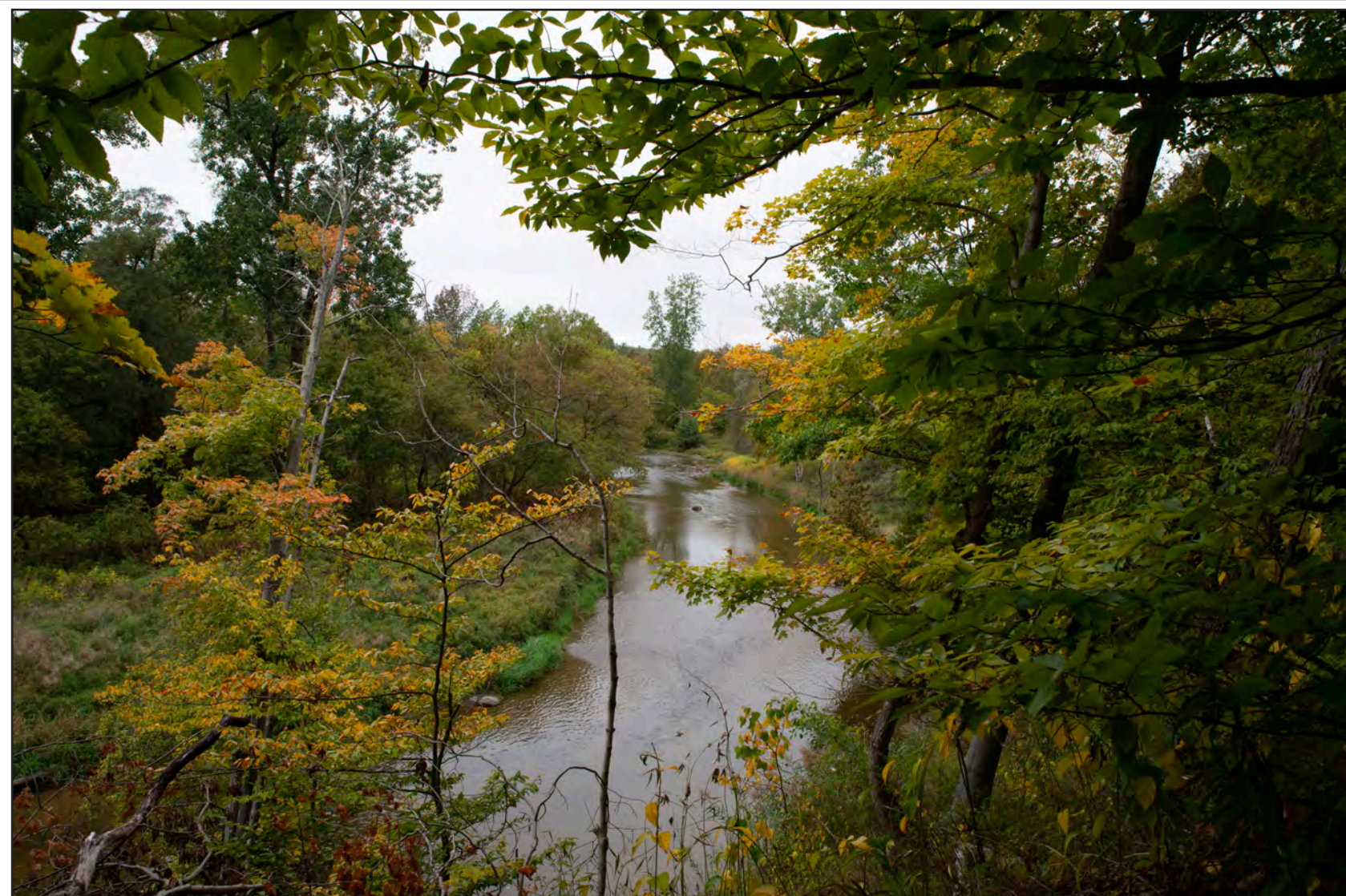
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1. Project Proposal

ARTIST STATEMENT &
PROPOSAL CONCEPT



Project Origins: Connection to Place

The genesis of this project grew out of an interest in submerged narratives, interspecies relationships and notions of community stewardship.

In researching the Millpond Meadow site, one of the first things that jumped out at our team was the Atlantic Salmon re-introduction project and the salmon hatchlings that are released annually into Duffins Creek at the museum site. Both Sean and Sarah are familiar with the story of the Atlantic Salmon in Lake Ontario,

encouraging us to dig deeper while developing this public art proposal. We wanted to highlight the historical presence of the salmon within the current conservation framework.

Preliminary research involved learning about the history of the site through archival information and a virtual walkthrough of the Museum Village with Lucas Cabral. We followed up with more dedicated research into the Atlantic Salmon's life cycle, the work of community groups to re-introduce the species as well as the history of stocking Chinook and Coho salmon in the region.

As an organism that lives underwater, the absence of a fish species may not be as immediately evident in the landscape as something like a clearcut forest, however its absence has a profound effect on the broader ecosystem.

The intention of *On the Backs of Fish* is to tangibly reveal the salmon in the meadow adjacent to Duffins Creek while also offering a sculptural environment in which to discuss and learn about the species and its re-emergence in the ecosystem.



Artist Statement & Proposal Concept

It is said that at one time, the fish were so plentiful a person could walk across their backs during spawning season. (1)



The Lake Ontario watershed forms an important habitat for a variety of aquatic species including Blanding's Turtles, Red-Sided Dace, Brook Silverside Fish and more recently, re-introduced Atlantic Salmon. Atlantic Salmon once thrived in Lake Ontario and were an important food source for First Nations.

In 1812 John McCuaig, Superintendent of Fisheries of Upper Canada, said that Atlantic Salmon "swarmed the rivers so thickly that they were thrown out with a shovel and even with the hand." (2) However, this abundance was quickly depleted. With the arrival of Europeans, subsequent overfishing, and increased agriculture, the species disappeared and by 1898, the "last confirmed fish [was] caught off the Scarborough shoreline. (3)

Recently, these fish have been reintroduced into Duffins Creek and other tributaries by the Ontario Federation of Anglers and Hunters (OFAH) and the Ontario Ministry of Natural Resources and Forestry (MNRF). The salmon hatchery at Pickering Central Library and the release

site at Pickering Museum Village directly tie into the broader vision of the Atlantic Salmon's story and the community's investment in ecosystem protection and repair.

On the Backs of Fish is an interactive sculpture that forms a connection between landscape, community and ecology. The work would be made using a proprietary Glass Fibre Reinforced Concrete (GFRC) material called Cloudcrete. Formal elements of the work take inspiration from a run of salmon swimming upstream, with the fish forms emerging from Millpond Meadow, mimicking the movement of the fish as they navigate the current. The installation speaks to the important place salmon have in the Lake Ontario watershed ecosystem.

The larger than life school of fish will be installed in the field behind the current amphitheater, adjacent to Duffins Creek. The intention is that On the Backs of Fish

will form a bridge between the learning space of the museum and the watershed itself - an interactive work that encourages play and an embodied understanding of how the fish travel through the landscape.

(1) Maria Papoulias interview with Simon Benedict and Zoë Lepiano, January 11, 2017. Primary research conducted as part of the *Illuminations: Human/ Nature* project.

(2) "Salmon in Toronto and GTA Waters" <https://trca.ca/conservation/aquatic-habitat-toronto/projects/salmon-in-toronto-and-gta-waters/> Accessed February 10, 2023.

(3).Ibid.

2. Concept Renders & Design Details



SEMII-NTEGRATED FEATURE



FULLY INTEGRATED

SINGULAR



Design Considerations

- INTEGRATION WITH THE LANDSCAPE
- ENCOURAGE INTERACTION
- VISUAL IMPACT FROM A DISTANCE
- INSPIRED BY NATURE
- VISUAL IMPACT DOES NOT DISTRACT
TAKE AWAY FROM THE SURROUNDING
SITE
- LINEAR CLUSTER OF SALMON-INSPIRED
FORMS

3. Materials

Precast Cloudcrete

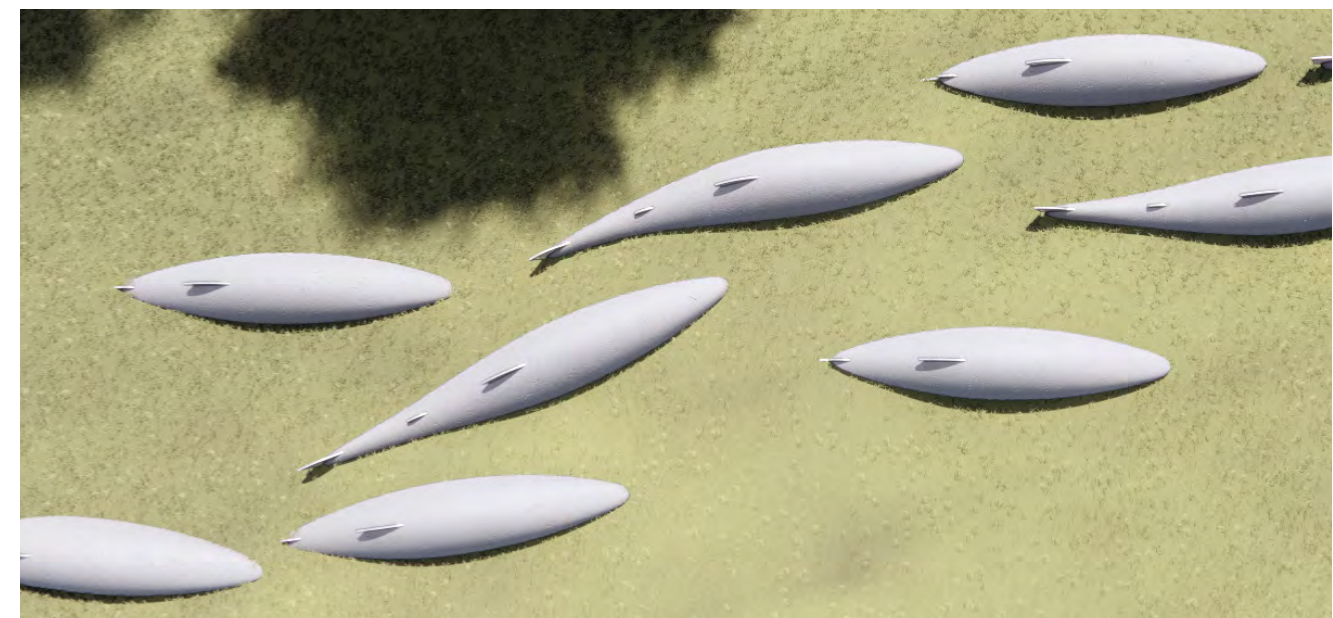
Cloudcrete is a versatile, lightweight concrete solution, developed in digital space and intended for both exterior and interior applications.

Cloudcrete is a thin-wall, durable, cementitious building material that is tailored for designs that are looking to achieve complex, organic shapes. Its performance in an interactive outdoor installation installed at grade is superb.

Cloudcrete is more durable than traditional concrete, it uses less cement binder and multiple forms can be cast from a single mould, which makes it a more sustainable material for outdoor public works. Components can be easily integrated into multi-material design schemes with fully engineered connection details and proven material testing data for our proprietary mix design.



See Appendix 2 for Material Data Sheet & Brochure.



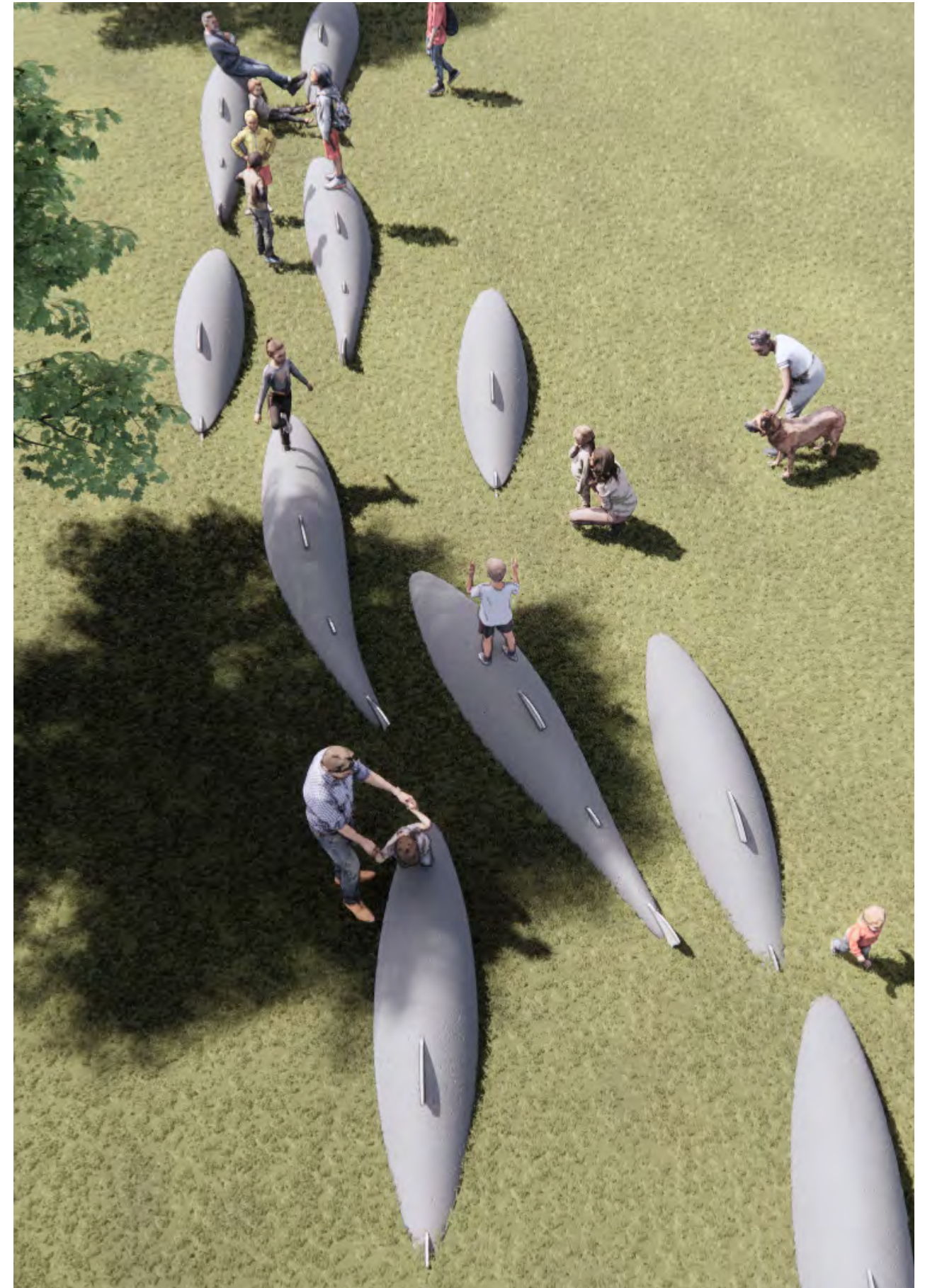
4. Budget

Our current budget is based on maximizing the art experience at Millpond Meadow. This real-time budget will be a cornerstone, should we progress to design developing for this project. We have analyzed preliminary engineering, quantities, construction costs, and solicited pricing from multiple suppliers to ensure we have a comprehensive picture of budget and associated risks.

With the general concept, aesthetic, functionality and layout worked out, we have plenty of room to fine-tune project specific elements as project stakeholders see fit. As we work through design development in close collaboration with the City of Pickering and Pickering Museum Village, we can provide expedient feedback on budget and design to best inform decision making. Our team has extensive experience managing large, custom projects and our process is set up to be simple and enjoyable.

On the Backs of Fish - Budget

Item	Description	Total area (sq/ft)	GFRC Cost per sq/ft	Cost per unit	Quantity	SUM
1	Form 1	90.00	\$ 55.00	\$ 4,950.00	2	\$ 9,900.00
2	Form 2	70.00	\$ 55.00	\$ 3,850.00	2	\$ 7,700.00
3	Form 3	97.00	\$ 55.00	\$ 5,335.00	2	\$ 10,670.00
4	Form 4	86.00	\$ 55.00	\$ 4,730.00	2	\$ 9,460.00
5	Metal Fins			\$ 800.00	8	\$ 6,400.00
6	Engineering			\$ 2,500.00	1	\$ 2,500.00
7	Delivery			\$ 8,000.00	1	\$ 8,000.00
8	Crating			\$ 1,997.00	1	\$ 1,997.00
9	Installation			\$ 8,100.00	1	\$ 8,100.00
10	Artist fees			\$ 4,000.00	2	\$ 8,000.00
Subtotal						\$ 72,727.00
Contingency (10%)						\$ 7,272.70
Total						\$ 79,999.70



5. Collaborators & Suppliers



Design Development

Bluff Studio will collaborate closely with the City of Pickering and Pickering Museum Village teams to develop aesthetic, material and installation details. We will produce the variations of forms for the artwork using 3D modeling software and will output maquettes for review. Once the forms are approved we will transition to detail design and engineering.

Engineer

SMP Engineering will provide structural review and professional seal for our artwork. We have worked with them on a handful of installations in the past. They specialize in developing installation details that minimize impact on surrounding landscape, while also ensuring structural integrity.

Manufacturing

The Cloudcrete forms will be manufactured by HEAVY Industries, who have 25 years of experience applying this material in public art, landscape and architectural projects. Custom work is their niche and they are well set up to produce these unique elements efficiently

Shipping

Shipping will be coordinated by Straitlink, whom we have worked with in the past to move projects across North American and to the United Kingdom.

Installation

Installation will be done in collaboration with Allcare Construction. Their yard is located about 20 minutes from Pickering Museum Village. As a longtime collaborator of ours, we often work with them to find ways to install projects in the most cost-effective way possible. This could even involve them simply dropping off their equipment for us to operate ourselves, which we have done in the past.

6. Conservation & Maintenance plan



STRUCTURES

Cloudcrete structures requires little to no maintenance after installation. They should be visually inspected after the first freeze/thaw cycle to ensure there are no manufacturer defects visible, such as relief cracks or surface corrosion.

PATINA

Cloudcrete is available in four standard color mixes. Overtime the color of the Cloudcrete will gently fade with exposure to UV and wear from public use. This will enhance the unique characteristics of each form and they will take on a more natural aesthetic, similar to that of stone. The patina of the sculpture will depend on the original color mix.

LANDSCAPING

Grass or limestone granular are the two options for treatment of the grounds surrounding the structures. This decision can be discuss with project stakeholders. Please note we have budgeted for grass as a surrounding landscape, but we are open to a granular base if that is preferred by the site maintenance team.

Grass surrounding the forms can either be cut or left long. If the plan is to cut the grass, we can develop a layout with appropriate spacing between the forms for cutting and trimming equipment.

A granular base will require little to no maintenance. It will affect the overall visual impression of the work within the landscape.

VANDALISM

The owner / operator should coordinate, at minimum, an annual visual inspection of the structures for vandalism. Anti-graffiti coating will be applied to each form, so they can be cleaned easily.

CONSERVANCY PLAN

Should any maintenance concerns arise, they should be photo documented and sent to Bluff Studio to determine if action is required. It is important that maintenance concerns be addressed as soon as possible to mitigate more severe issues. Please report any maintenance concerns within 30 days of discovery.

WARRANTY

2 Year Limited Warranty on any components mechanically fastened.

1 Year Limited Warranty on any manufacturer defects, such as visible cracks or surface corrosion.

7. Who we are



Bluff Studio has over 10 years of experience conceptualizing, managing and executing innovative site-responsive public art works. Our mandate is to cultivate vibrant, engaging and equitable public projects that foster healthy communities and strengthen the urban fabric.

The core of our creative practice focuses on engaging with local communities to generate site-responsive artworks. As artists, we have a strong belief in creating environmentally sensitive works that can help illuminate ecosystems and non-human inhabitants.

OUR COMBINED EXPERIENCE

Sean Procyk and Sarah Fuller formed their collaborative relationship in the Banff, AB between 2011 and 2014. During this time the two developed a conceptual approach to art making informed by concerns for sustainability, the ecological balance between human and the natural environment, as well as community engagement. They both have a history of creating artworks in the Pickering area and have a deep appreciation for the region's forest and water ecosystems.

SARAH FULLER

Sarah Fuller has a long history working in site-responsive artworks with a research-based methodology. She has spent her professional career managing the photography studio at the Banff Centre, and creating site-specific installation works in the Yukon, Banff and the GTA.

Sarah is particularly interested in the Pickering ecosystem from her previous work on the Canada 150 Project titled "Illuminations: Human/Nature". Commissioned by Banff Centre for Arts and Creativity, the project was made in collaboration with Moment Factory (Montreal, QC) and presented in two distinct sites in Banff National Park and Rouge Urban National Park.

As lead artist on the \$2.5 million project, she was responsible for weaving together a multiplicity of narratives gleaned from each site. One of the narratives illuminated at the Rouge Park site was the story of the Atlantic Salmon re-introduction to Lake Ontario.

Responsible for:

- Concept generation / development
- Site research including archival research
- Installation
- Documentation Photography

SEAN PROCYK

For nearly 12 years, Sean has been immersed in the design and fabrication of highly unique art, landscape and playground construction projects. He spent his early professional career managing sculpture studios at OCAD University and The Banff Centre. Collaboration, project planning and hands-on fabrication experience were the main take aways during this time.

Since 2015 Sean has been a central figure in North America's growing nature play industry. His designs have been installed across Canada and the United States, some of which he's had the privilege to fabricate and install himself. He has also found himself in the fortunate position to have contributed to the rapid growth of nature playground companies like Earthscape and Rockyview. Working for these two companies has given him perspective on contrasting operational processes for playground design-build.

Responsible for:

- Concept generation / development
- Sourcing of off-the-shelf elements
- Construction and installation of non-structural elements
- CPSI review and coordination of 3rd party inspections

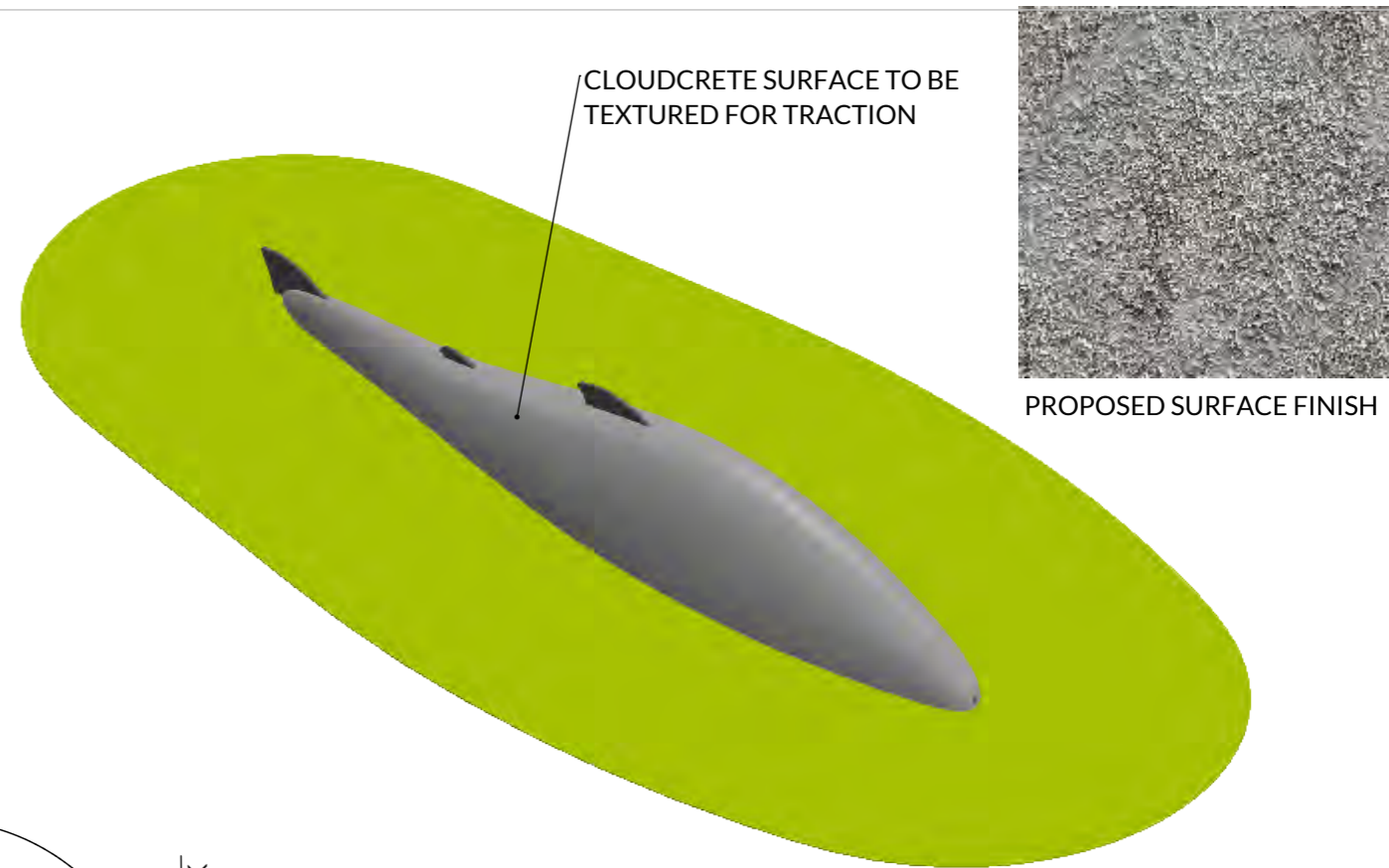
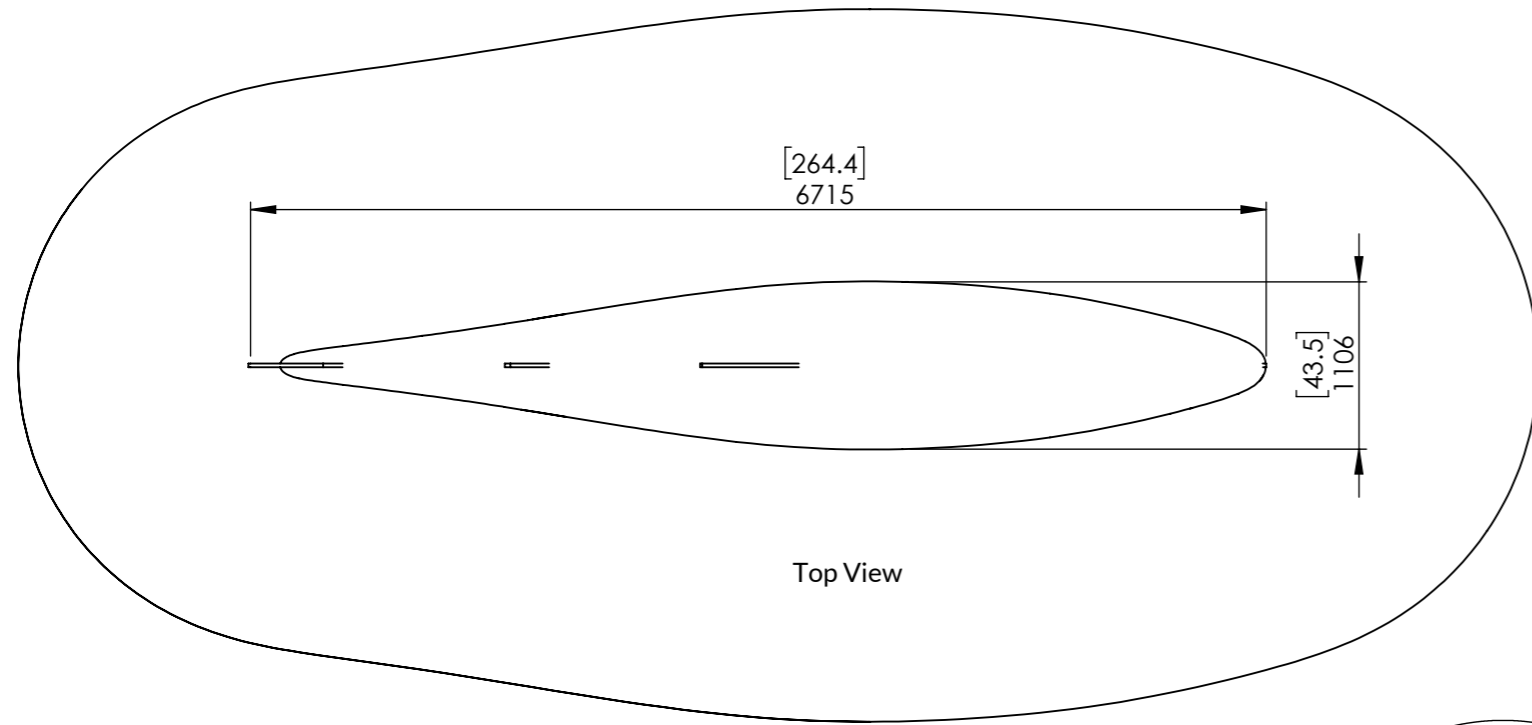


Thank you.

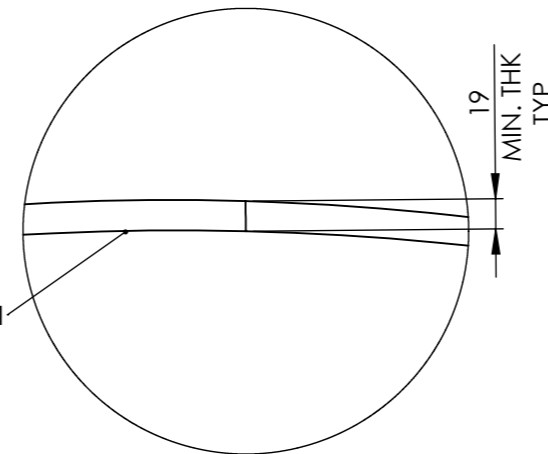
8.
**APPENDIX 1:
PRELIMINARY TECHNICAL
DRAWINGS**



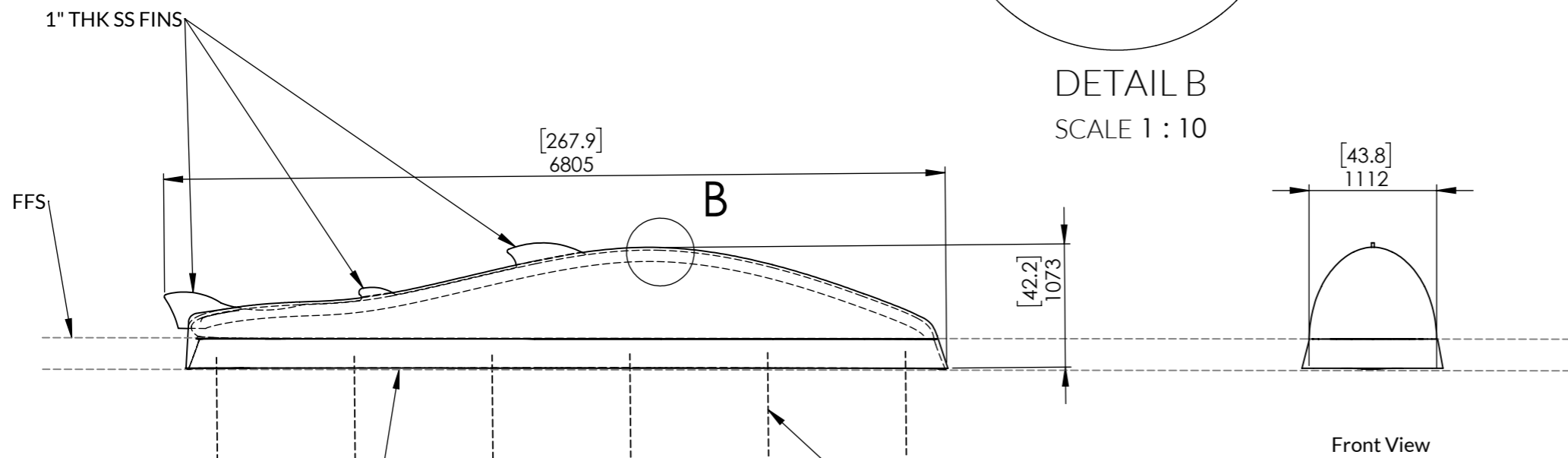
FOR PRICING PURPOSES ONLY



Isometric View



DETAIL B
SCALE 1 : 10



Side View

BASE PERIMETER OF CLOUDCRETE FORM TO BE BUILT UP IN THICKNESS (APPROX. 4" X 2")

19 x 600 REBAR TO RESIST SHIFTING FROM LATERAL DYNAMIC LOADING

- All dimensions in [inches] mm
- All exposed edges to have a chamfer of minimum 3mm radius
- Cloudcrete surface to be textured to ensure traction
- SS fins to be 316 (A4)

Dwg Name: Form1

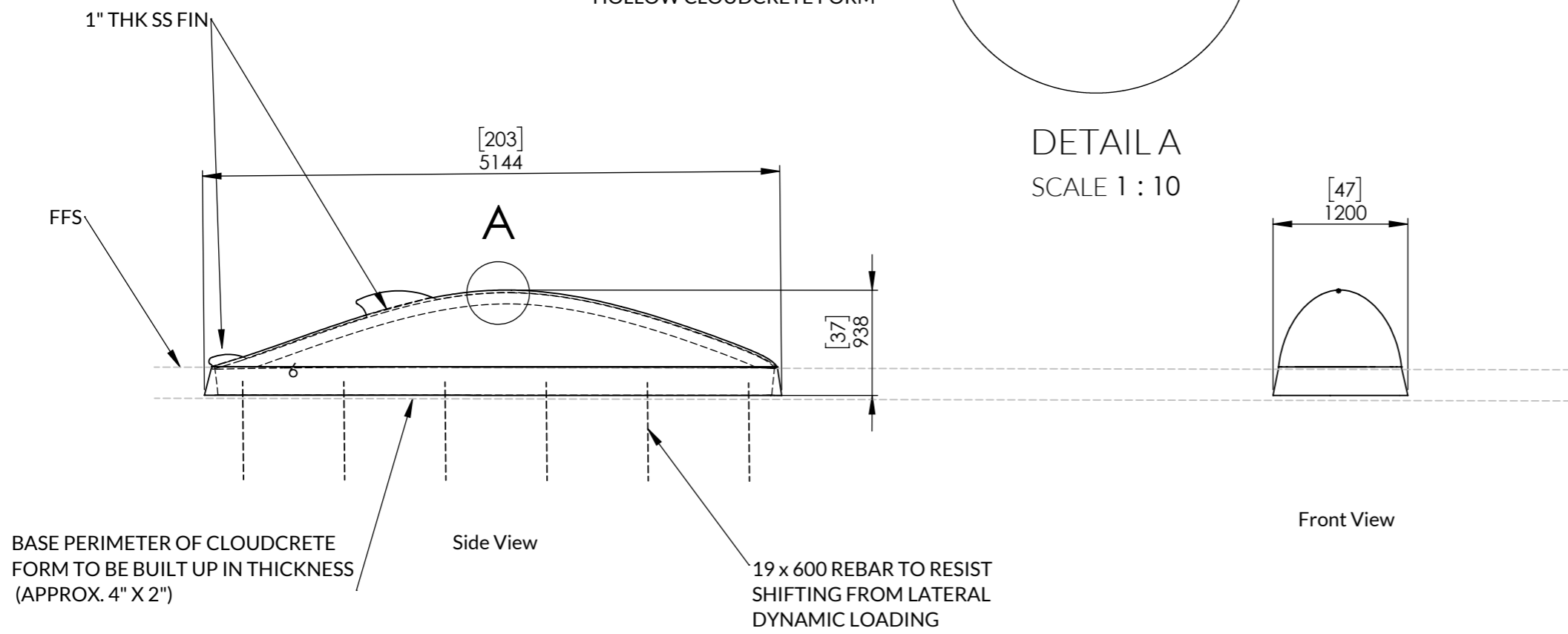
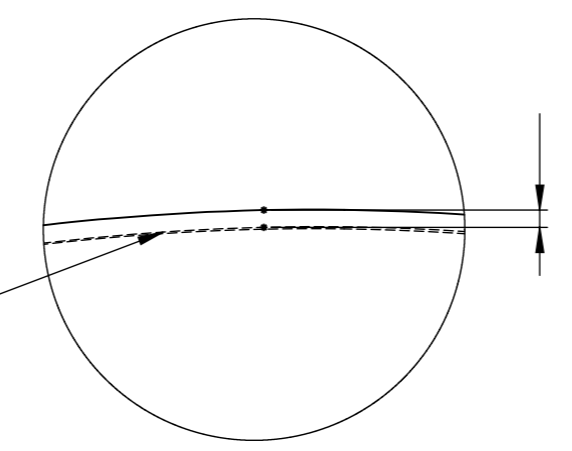
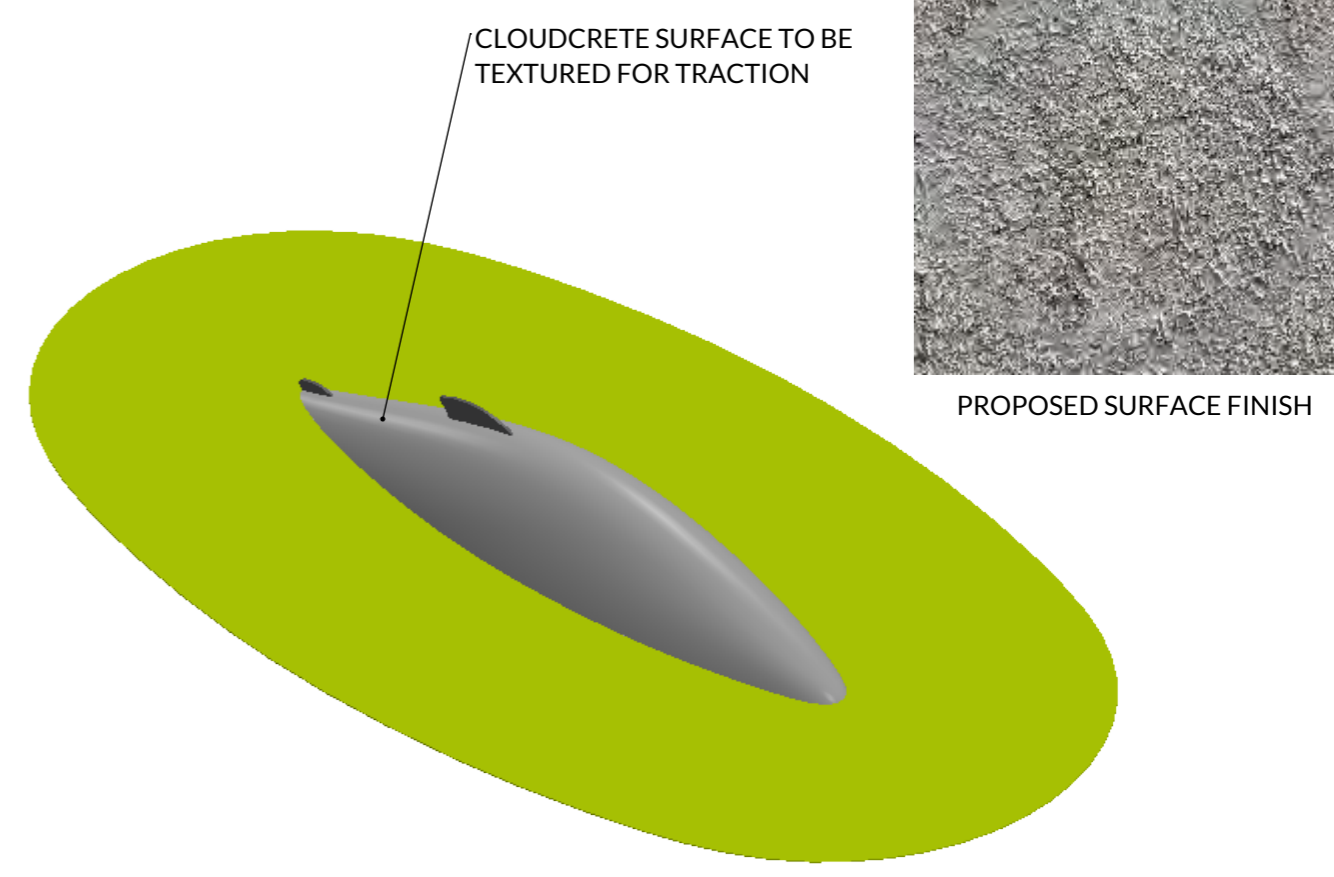
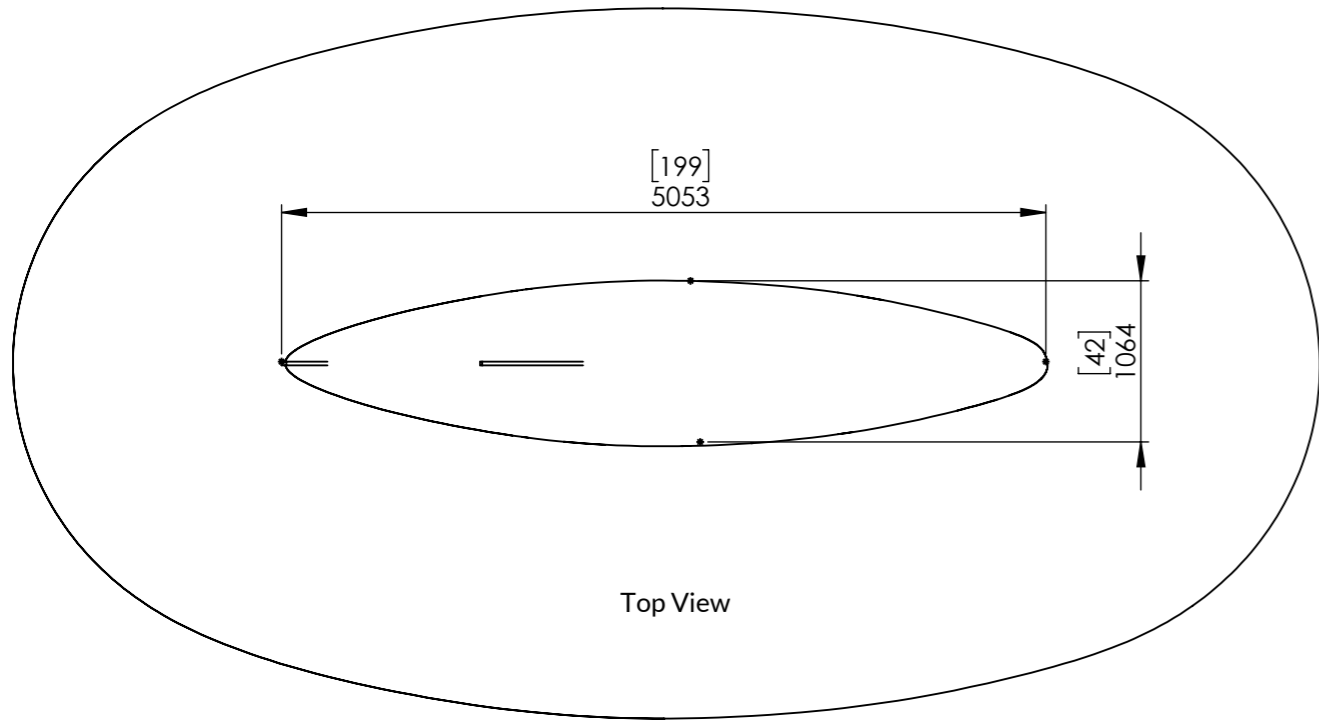
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Date: 2023-02-12

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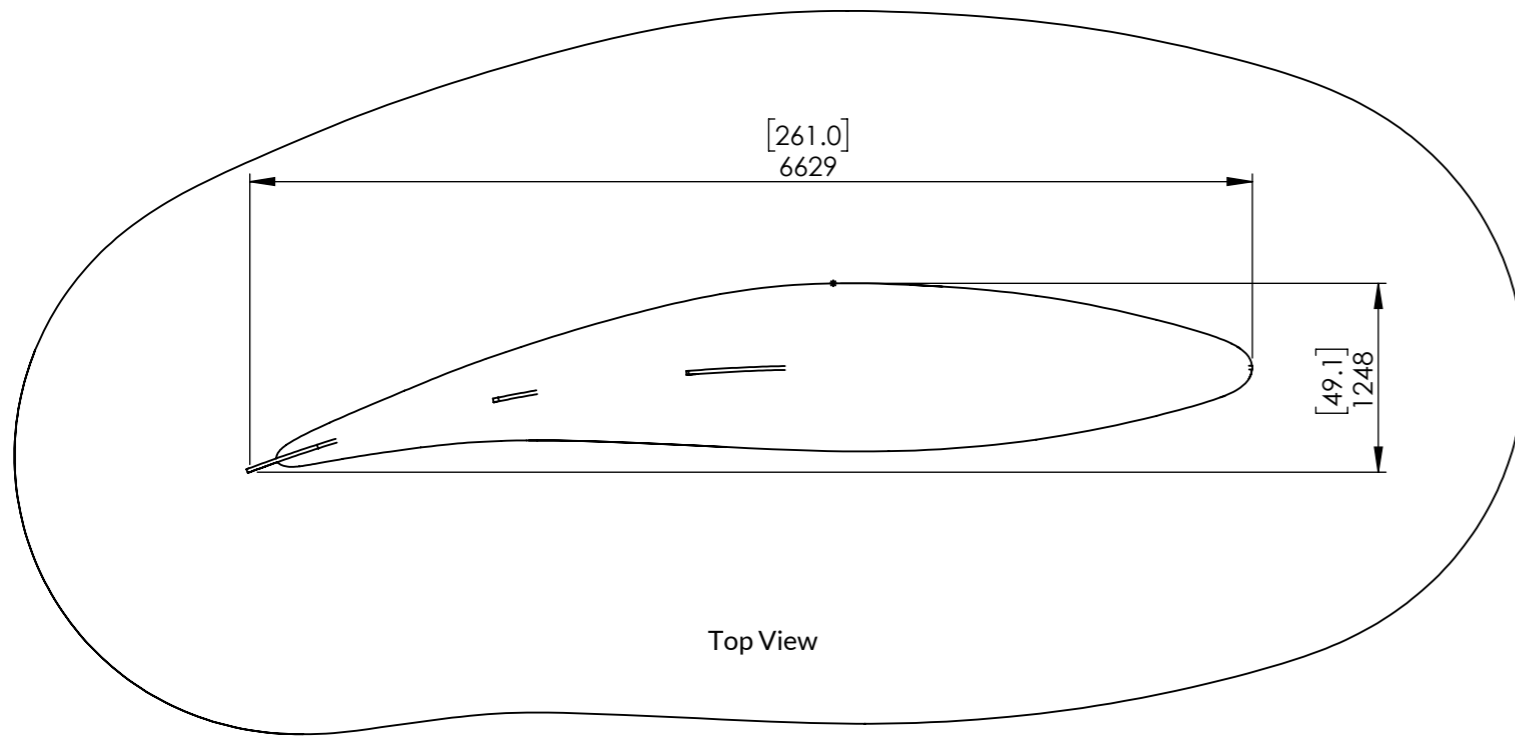
FOR PRICING PURPOSES ONLY



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 - SS fins to be 316 (A4)

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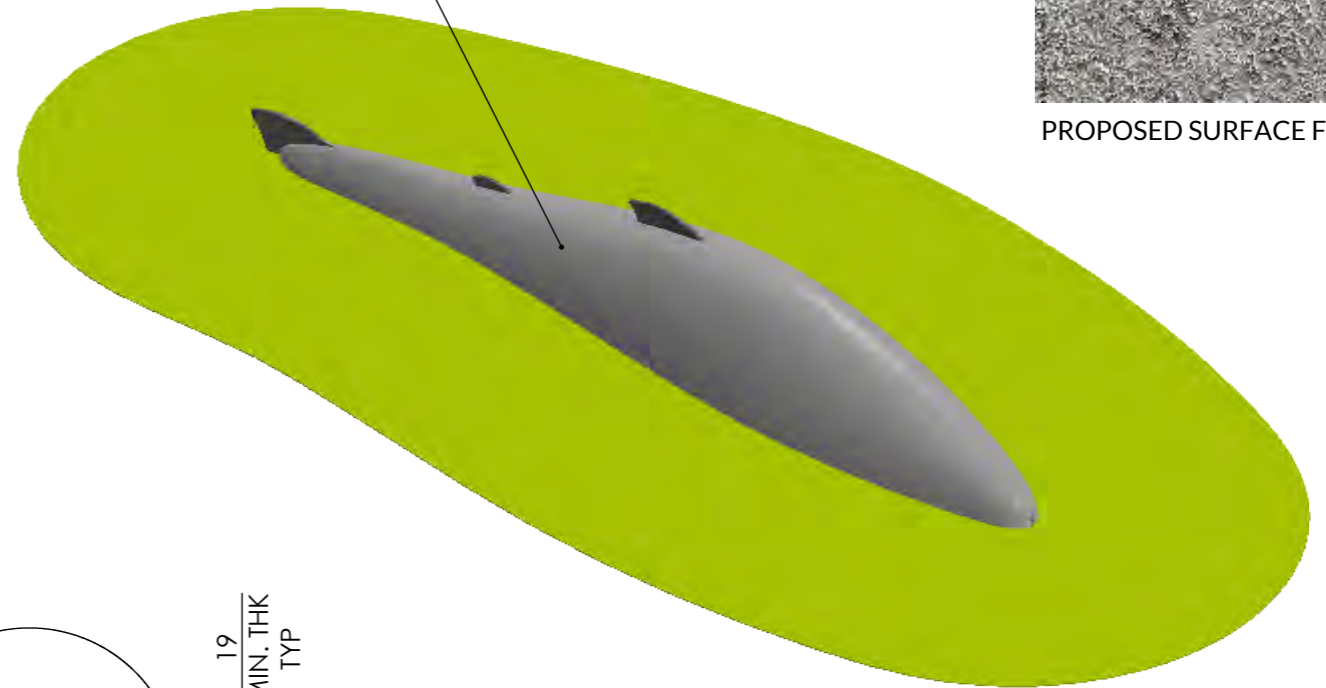
FOR PRICING PURPOSES ONLY



CLOUDCRETE SURFACE TO BE TEXTURED FOR TRACTION



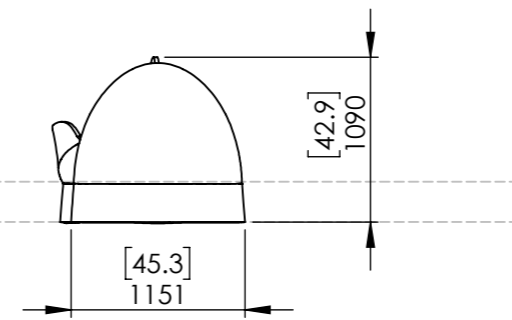
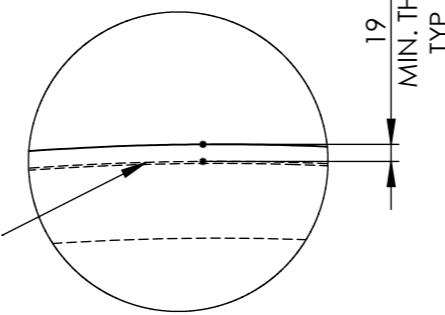
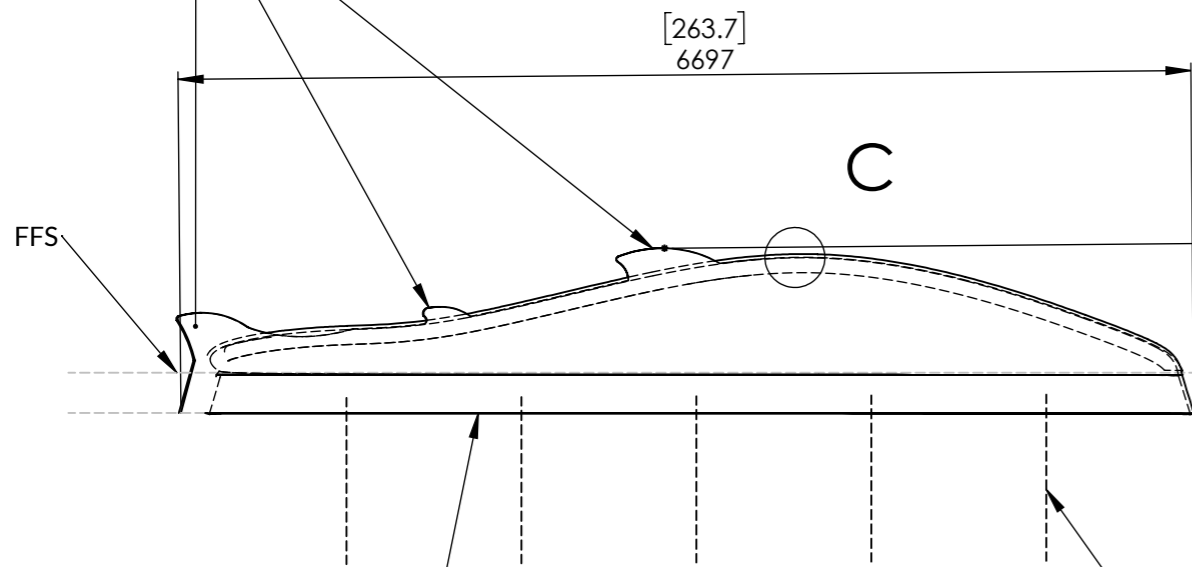
PROPOSED SURFACE FINISH



Isometric View

1" THK SS FINS

HOLLOW CLOUDCRETE FORM



BASE PERIMETER OF CLOUDCRETE FORM TO BE BUILT UP IN THICKNESS (APPROX. 4" X 2")

19 x 600 REBAR TO RESIST SHIFTING FROM LATERAL DYNAMIC LOADING

- All dimensions in [inches] mm
- All exposed edges to have a chamfer of minimum 3mm radius
- Cloudcrete surface to be textured to ensure traction
- SS fins to be 316 (A4)

Dwg Name: Form3

Dwg No:

Date: 2023-02-12

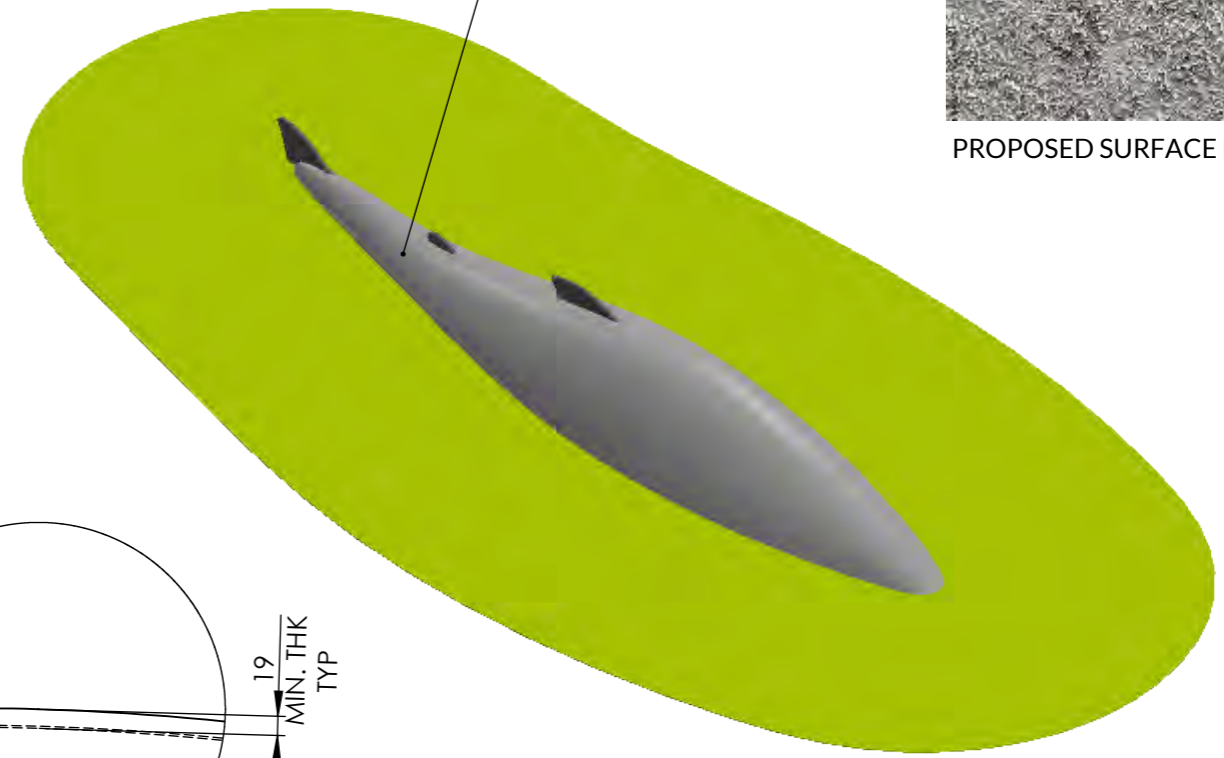
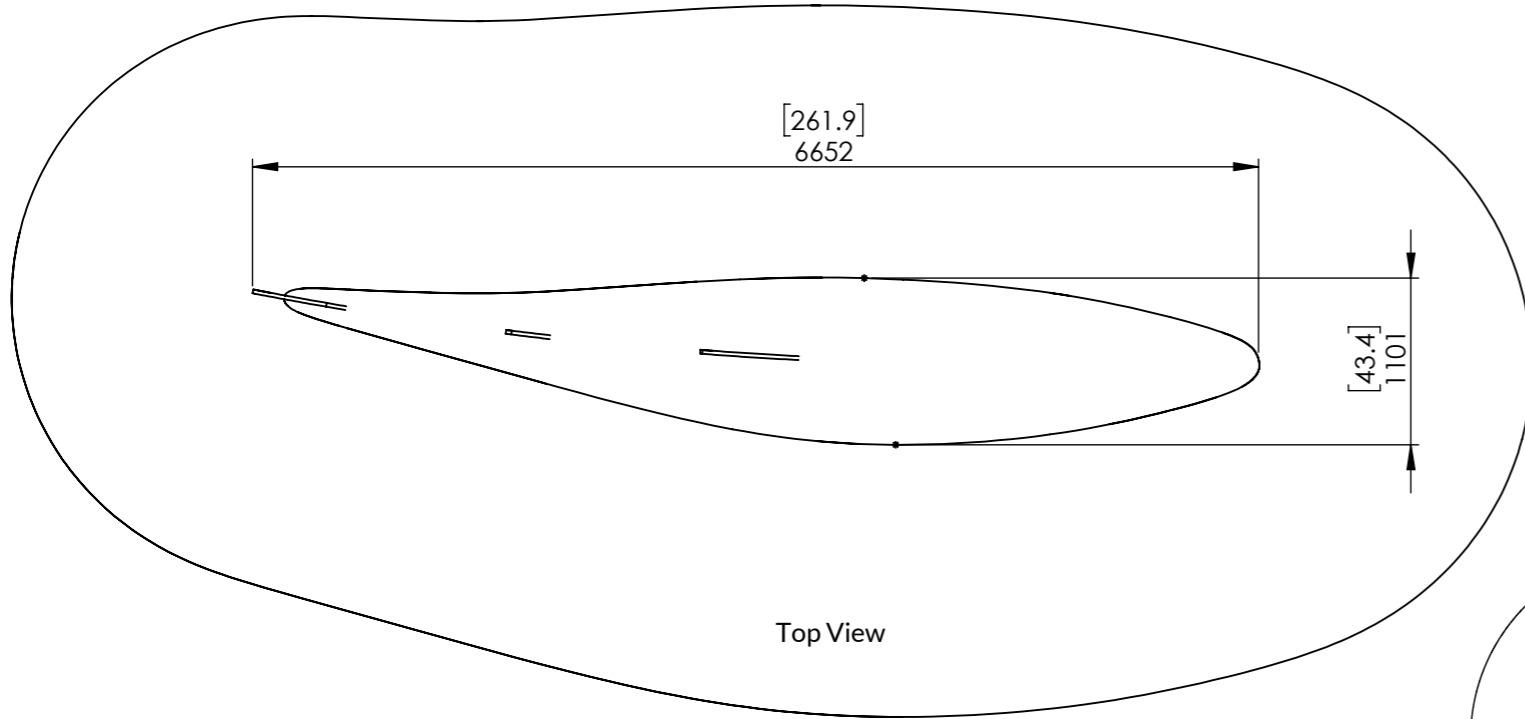
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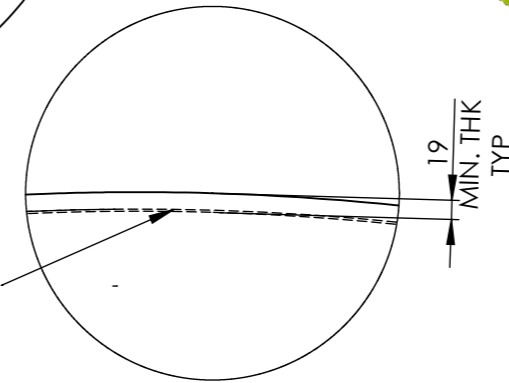
FOR PRICING PURPOSES ONLY



PROPOSED SURFACE FINISH

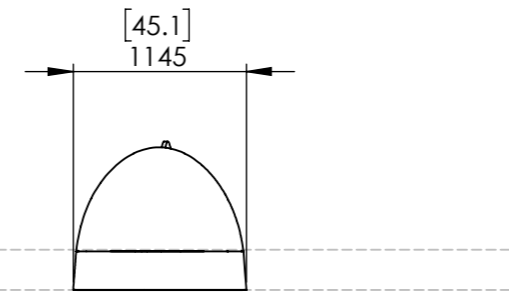
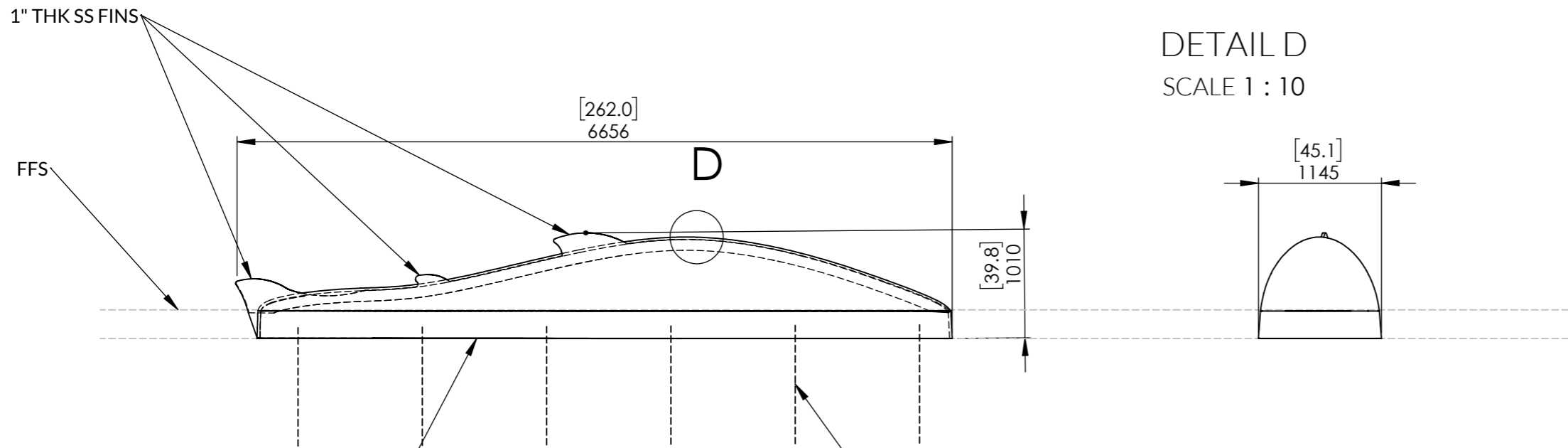


Isometric View



HOLLOW CLOUDCRETE FORM

DETAIL D
SCALE 1 : 10



BASE PERIMETER OF CLOUDCRETE FORM TO BE BUILT UP IN THICKNESS (APPROX. 4" X 2")

19 x 600 REBAR TO RESIST SHIFTING FROM LATERAL DYNAMIC LOADING

- All dimensions in [inches] mm
- All exposed edges to have a chamfer of minimum 3mm radius
- Cloudcrete surface to be textured to ensure traction
- SS fins to be 316 (A4)

Dwg Name: Form4

Dwg No:

Date: 2023-02-12

Rev: -

Paper Size: A3

9.
**APPENDIX 2:
MATERIAL DATA SHEET &
BROCHURE**



PRODUCT DATA SHEET

CLOUDCRETE

Overview

Cloudcrete is a multipurpose pre-cast concrete product that utilizes a mixture of Portland cement and alkali-resistant glass fibre to produce a lightweight, flexible and durable material that can be used across a number applications. For its weight it has a very high density and low coefficient of expansion. The glass fibre matrix provides increased flexibility and the ability to be spray cast into a variety of shapes, assembled with multiple materials.

GENERAL OPTIONS	
Finish color options	4 standard colors & custom color matching
Surface finish options	Smooth or etched
Sealant options	Acrylic, Silane or graffiti sealant
Casting options	Wet cast or spray molded

PHYSICAL & MECHANICAL PROPERTIES	
Thickness	3/4" (typ)
Glass Fiber Content	4% min.
Dry Density (kg/m ³)	2075
Compressive Strength (Mpa)	50-55
Flexural Strength (Mpa)	20-25
Tensile Strength (Mpa)	>13

WEIGHT	
.75"	7.2 lbs / ft ²
1"	9lbs / ft ²
1.25"	11.25 lbs/ft ²
1.5"	14.06 lbs/ft ²



Thermal Properties

Cloudcrete meets ATSM EB4 International standards with 0% flame spread and smoke development, making it a safe alternative to other casted materials that meet the same structural or aesthetic requirements. NFPA 259 criteria for potential heat of combustion of 878.8 BTU/lb.

THERMAL PROPERTIES	
Thermal Conductivity (BTU/in/hr/ft ² /°F)	3.5 - 7.0
Flame spread classification	Class 1
Coefficient of Thermal Expansion (in/in/°F)	12x10 ⁻⁶

FIRE ENDURANCE	
Flame spread index	0
Smoke Development	0
ATSM E136 requirements met "GFRC made of cement, glass fibers, sand and water is non-combustible and meets the requirements of ASTM E136. When used as a surface material, its flame spread index is zero." Reference: pg 15 PCI 4th edition GFRC manual.	Confirmed

Samples

Heavy maintains an inventory of Cloudcrete samples in several finishes, color and texture combinations. We can also match an array of finishes, color or textures based on your project requirements.

Let's talk about your next project! Contact us:

EMAIL: info@heavyexperience.com
PHONE: 403.252.6603

Heavy
 9192 52 Street SE
 Calgary, Alberta, Canada
 T2C 5A9

BE BOLD—TOGETHER.

CLOUDCRETE

Heavy™

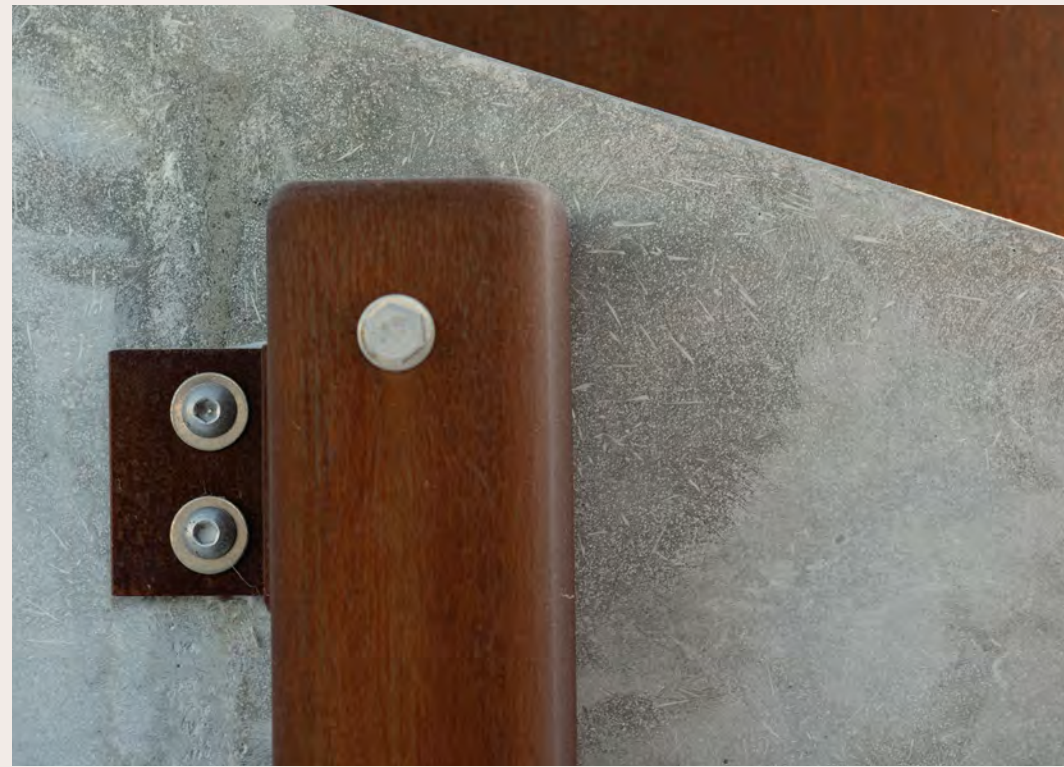
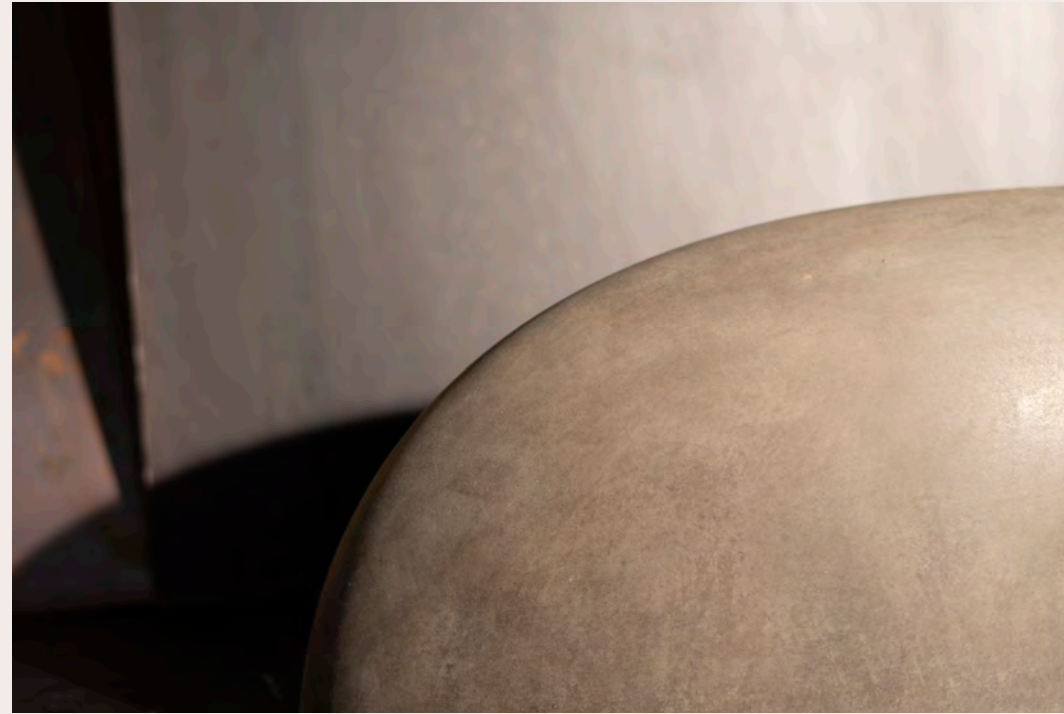
What sets Cloudcrete apart?

Leverage unprecedented creative freedom without the risk and cost.

Cloudcrete is a versatile, lightweight concrete solution, developed in digital space and intended for both exterior and interior applications. It is tailored for designers looking to achieve complex, organic shapes via a durable, controlled concrete building material. Whether designing interactive landscapes, architectural elements, or unique art works, Cloudcrete can provide the solution.

Leveraging digital 3D modeling and physical prototyping during the consultation and optimization phase ensures the color, finish, texture, geometry and overall approach meets the design intent. Cloudcrete components can be easily integrated into multi-material design schemes with fully engineered connection details and proven material testing data for our proprietary mix design.

Whether your project requires one unique piece, or many incorporated into a greater whole, Cloudcrete can be adapted to meet any volume requirements. Cloudcrete is more than concrete; it is a versatile resource in your material palette providing the design freedom to take big risks with the certainty of a tried and tested product.

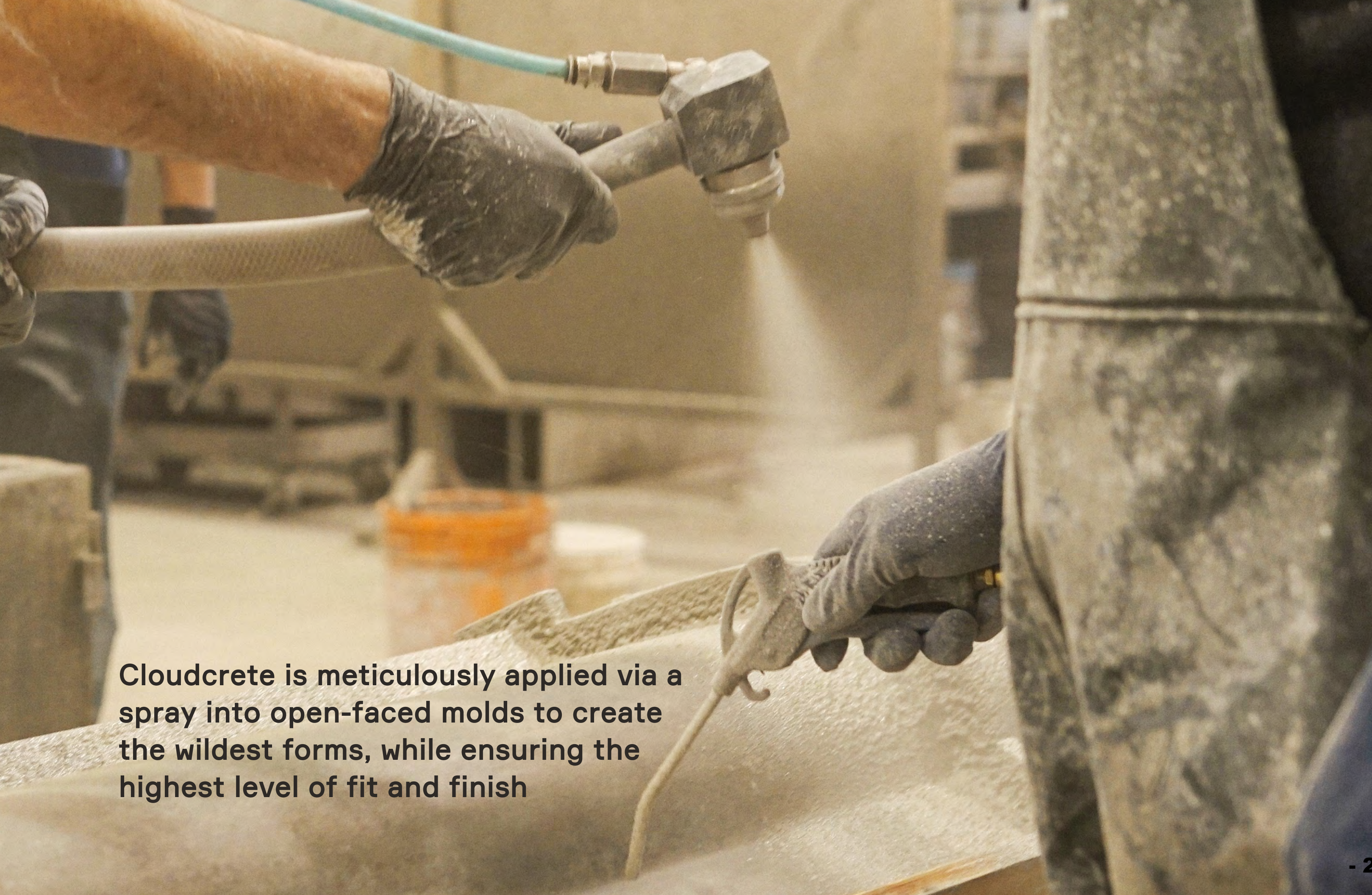


CLOUDCRETE



Cloudcrete is the next step in the evolution of concrete. It is a versatile tool at the disposal of designers looking to accomplish innovative geometric forms.





Cloudcrete is meticulously applied via a spray into open-faced molds to create the wildest forms, while ensuring the highest level of fit and finish

How does Cloudcrete come to life?

At it's most basic level, Cloudcrete is a sprayed, mold-formed, shell-like concrete product. It consists of a curated mix of concrete, alkali resistant chopped glass strand, water, sand, and polymer. Our engineer approved and tested Cloudcrete mixture allows for glass fibre strands to take the place of the rebar used in typical in concrete products.

In order to achieve the best result, each casting surface is prepped with a non-invasive mould release agent. Once prepped, the facecoat concrete mixture can be applied via spray. The thin facecoat does not contain strengthening fibres in order for the exposed surface to achieve the desired aesthetic.

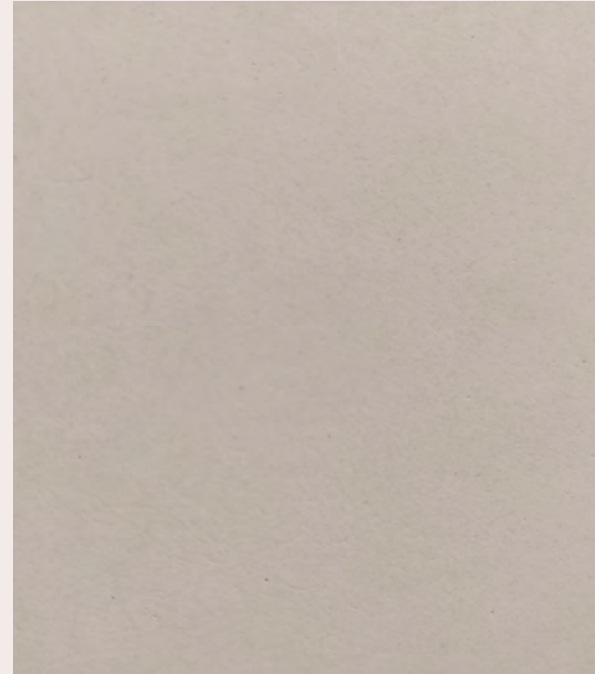
After the facecoat has had time to partially cure, there is a window in which the remaining 1/2" - 1" thick layer of concrete and chopped glass fibre mixture can be applied while forming a strong bond with the initial facecoat. This thin materiality, relative to pre-cast concrete, is where Cloudcrete shines as an alternative. Embedded knifeplates or ferrule connections are then cast in to allow easy connection to external framework.



CLOUDCRETE



001 — Charcoal



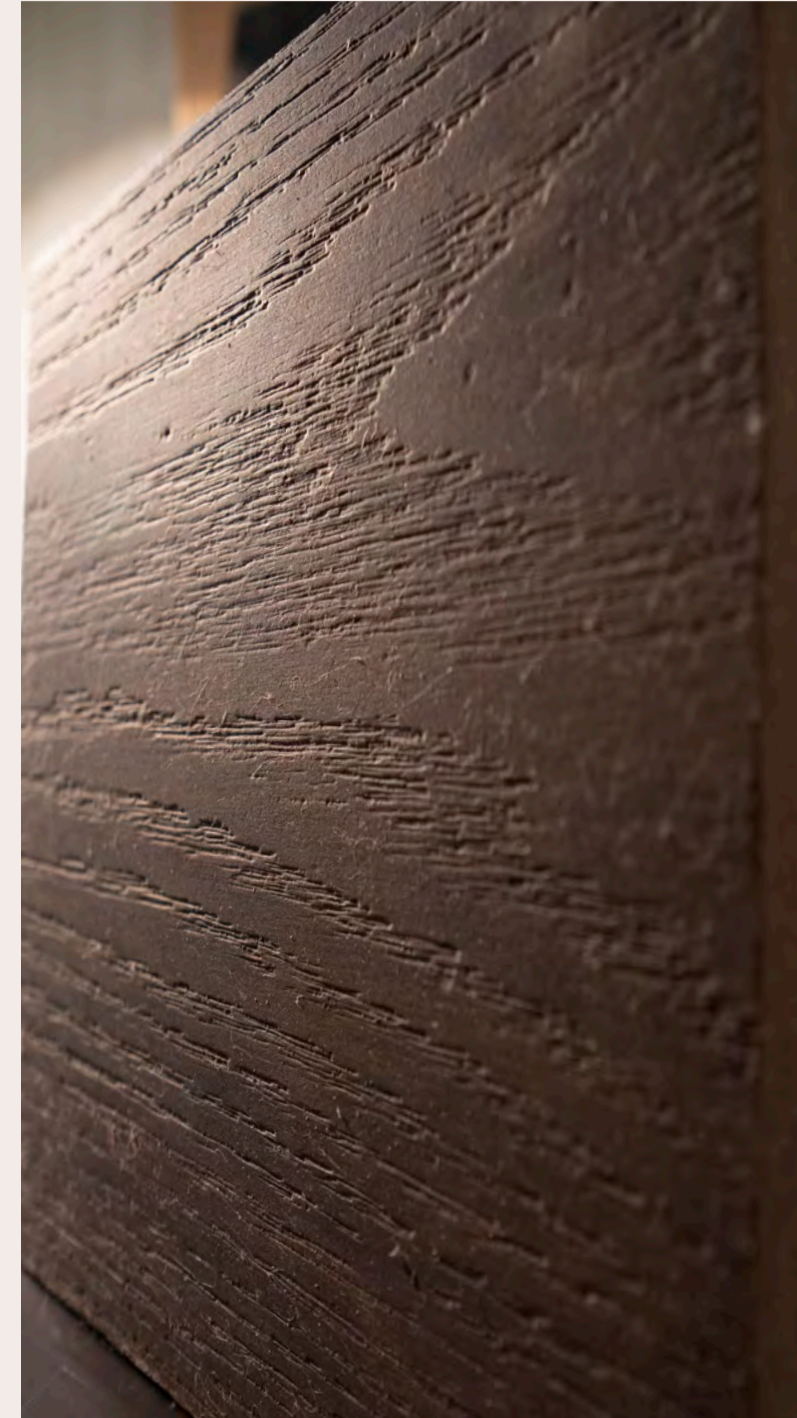
002 — Cloud White



003 — Portland



004 — Stone Grey



Custom colours, finishes and textures available

Why Cloudcrete?

Cloudcrete has been developed by the Heavy team based on our knowledge and real-world experience planning and building innovative and boundary-defying projects.

With a combined 25+ years of experience working with Cloudcrete, we have honed our craft to the point where we now have an undeniably effective and customizable product. This is backed up with proven engineering data and standard colours and finishes, making it easy to specify for an unlimited variety of complex, ambitious applications.

When combined with Heavy's PLAN—BUILD™ process and digital parametric design, the full potential of Cloudcrete can be unlocked, enabling designers, architects and visionaries to create unprecedented geometric forms with certainty and efficiency.

The possibilities are endless, and we look forward to working with you to bring your vision into reality.



Find out how Heavy's Cloudcrete can help turn your placemaking vision into reality by visiting www.heavyexperience.com



Letter of Understanding

Public Artwork Agreement

This agreement made the Day/Month/Year

BETWEEN: Bluff Studios
(hereinafter called "the Artist")

AND

THE CORPORATION OF THE CITY OF PICKERING
(hereinafter called "the City")

1. Introduction

This Letter of Understanding pertains to the artwork creation and installation of the artwork for the Millpond Meadow public sculpture opportunity for the City of Pickering. This document defines the relationship and responsibilities between the City and the Artist. The final artwork is to be unveiled December 2023.

This Letter of Understanding conforms to the City of Pickering Public Art Policy (CUL 010) and the City of Pickering Standard Quotation Terms & Conditions.

2. Background

The Millpond Meadow public art project is operated and administered by the City.

The City issued a call to artists for Expressions of Interest dated October 7, 2022, with respect to the Millpond Meadow public sculpture project. Applications were due November 7, 2022.

This was a two-stage competition. Stage One: Applicants were reviewed based on the merit of the artist's past work, professional qualifications and experience. Stage Two: Short-listed artists developed their artwork conceptual design based on detailed artwork specifications.

The public art concepts were selected by a specially convened independent Public Art Jury, made up of visual arts professionals, community representatives, and City staff.

Following a review of submissions by the Public Art Jury in response to the call for Expressions of Interest the City invited a short list of Artists/Artist teams to submit a Conceptual Design based on the conditions outlined in the Terms of Reference for the Millpond Meadow dated October 7, 2022, (the "Terms of Reference"), a copy of which is attached as Schedule "A" to this Agreement.

The Artist submitted a proposal dated February 24, 2023 ("the Proposal"), a copy of which is attached as Schedule "B" to this Agreement.

The Artist has been selected by the City to create, manufacture and install or deliver to the site, as required for the different components, the Artwork titled "On the Backs of Fish" in accordance with the Conceptual Design, the Terms of Reference and the terms and conditions of this Agreement.

This public art piece is intended to reflect the ecology of the site and history of our community through a sculptural installation.

3. Definitions

Artwork - The "Artwork" means the final piece of artwork developed from the design, model, and specifications provided by the Artist and approved by the City, which Artwork is more particularly specified in Schedule "B" attached hereto.

The Work - The "Work" means designing, producing and fabricating the Artwork as well as delivering and installing it at the Place of Installation.

Place of Installation - The "Place of Installation" is Millpond Meadow, located at Pickering Museum Village, more specifically located as shown on the attached drawing Schedule "C" attached hereto.

4. Artist Fee: Compensation and Payment Schedule

- a) The all-inclusive price to be paid by the City for the Artwork, completed and installed shall be \$80,000 CAD, inclusive of all applicable federal and provincial taxes including HST.
- b) Each stage of the payment shall be accompanied by a detailed summary of work completed by the Artist that including updated drawings and images that states that the Work has progressed and is proceeding according to schedule D and will be installed by the Delivery Date (as defined below).
- c) HST shall be enumerated as a separate item on each staged and scheduled payment pursuant to this Article.

Payment shall be structured in a payment schedule to the Artist as follows:

- i) \$27,000 at the end of Phase 2 which includes execution of the agreement by all parties, preliminary drawings of all components and connections, preliminary fabrication schedule and pricing and submission of an invoice from the Artist;
- ii) \$27,000 at the end of Phase 4 which includes final detail design, shop drawings for production, pricing, engineer review, and shipping and installation plan subject to the approval of the City and upon submission of an invoice; and
- iii) \$26,000 at the end of Phase 6, within one month after satisfactory installation of the finished Artwork, in its final location, delivery of conservation and maintenance plan, photographic documentation, Artist Statement and Biography subject to approval by the City and upon submission of an invoice from the Artist.

The City agrees:

- a) to pay the Artist all funds due and as provided for herein.

5. Payments of Sub-Contractors

The Artist agrees:

- a) to ensure that payments will be made to all suppliers and subcontractors that may be engaged by the Artist in regard to the design, fabrication, storage, delivery and installation of the Artwork. At the City's request, the Artist shall provide evidence of such payment.

6. Performance

The Artist agrees:

- a) to provide all work and materials necessary to create the Artwork and to fulfill all its obligations as set out in this Agreement;
- b) that the materials, methods and processes used to produce the Artwork shall be of first-class quality and expressive of the approved design as detailed in Schedule "B" attached hereto; and
- c) to use first class skills, diligence and workmanship as are normally found in the artistic profession, and ensure that all materials incorporated into the Artwork are of the utmost quality and design in accordance with Schedule "B".

7. Timelines and Completion of Deliverables The

Artist agrees:

- a) to complete the installation of the Artwork to the satisfaction of the City no later than December 1, 2023 ("the Delivery Date") or such later date as may be agreed upon by the Artist and the City in writing. The installation will include a maintenance/conservation plan submitted by the Artist;
- b) during the design and production of the Artwork, to keep the City advised of the status of the production of the Artwork. If required by the City, the Artist shall allow representatives of the City to view the Artwork during its various stages of production or provide progress photographs;
- c) to submit a progress report and invoice, with supporting receipts and invoices from subcontractors, in the form specified by the City, prior to each payment date set out in Schedule "D".
- d) to provide a conservation and maintenance plan; and
- e) to provide to the City photographs of the Artwork during and after installation in accordance with Schedule "D".

The City agrees:

- a) to ensure that should the Artist require direction in any regard to the design, fabrication or installation of the Artwork, the City shall provide such direction in a prompt and timely fashion.

8. Detailed Design

The Artist agrees:

- a) To evaluate all material and data relevant to the Artwork as provided by the City and shall facilitate production of the final design, working with the Cultural Services Unit and [other City departments and design team members, as needed] and, in order to finalize the detailed design and the exact location of the Artwork within the Installation Site, to the satisfaction of the City.

9. Specifications

The Artist agrees:

- a) to provide detailed drawings and specifications to the satisfaction of the City and shall advise the City, in writing, through the Coordinator, Public Art, of all factors relating to the Artwork's theme, budget, critical path, location, size, materials, structural, mechanical and technological requirements, installation methods, and future maintenance requirements, to be determined by the Artist in consultation with the Coordinator, Public Art; and
- b) Substantive changes to the Artwork may be undertaken by the Artist only upon receipt of prior written authorization by the Manager, Cultural Services provided however, that the City's objection to any feature of the Artwork which is reasonably attributable to the exercise of the Artist's aesthetic judgement during the progress of the development of the Artwork shall not be considered a substantive change and shall not be a basis for withholding acceptance or payment for the Artwork.

10. Permits and Engineers Stamp

The Artist agrees:

- a) to obtain at the Artist's sole cost and expense, all permits necessary for the delivery and installation of the Artwork and prepare all materials, documents, reports, plans and drawings, required in order to obtain any Structural Engineers' stamps required in connection with the manufacture and installation of the Artwork at the Installation Site.

11. Delivery, Installation and Protective Measures

The Artist agrees:

- a) to be solely responsible for all costs and supervision of the actual fabrication, production and installation of the Artwork including the cost of any site preparations or safety precautions that are required for the installation of the Artwork in its final location unless otherwise specified by the City. If protection during installation is required, then the Artist is to provide it;

- b) to deliver the Artwork to the specific site as set out in Place of Installation, free from all defects and in compliance with the specifications as outlined in Schedule "B" attached hereto;
- c) The Artist shall coordinate the installation of the Artwork with the Coordinator, Public Art and permit such inspections of the installation as the City may require. If any costs result from the Artist failing to coordinate the Artist's work with that of [City divisions and contractors], all such costs shall be borne by the Artist;
- d) upon installation of the Artwork, to clean the Artwork to ensure that all dirt, imperfections and extraneous materials are removed from the Artwork; and
- e) that installation shall have been deemed to be complete when acceptance by the City or by its designated agent.

The City agrees:

- a) to provide, at its expense, a permanent marker in keeping with the quality and type of the Artwork which will identify the name of the Artist, the name of the Artwork and the year of the Artwork.

12. Damage to Artwork and Artist's Property

The Artist agrees:

- a) that in the event of physical loss or damage to the Artwork prior to completion of installation and acceptance of the Artwork by the City, the Artist shall immediately take all necessary steps to rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as is reasonably possible at no additional expense to the City. Where necessary, the Artist may collect insurance proceeds before rectifying the loss or damage and shall rectify the loss or damage as soon as is reasonably possible after receipt of said funds; and
- b) to be responsible for any loss or damage whatsoever to any of the Artist's materials, goods, equipment or supplies and will maintain all-risk coverage as required by this Agreement and as any prudent owner of such materials, goods, supplies and equipment would maintain. The Artist shall have no claim against the City or the City's insurers for any damage or loss to the Artist's property and shall require his insurers to waive any right of subrogation against the City.

The City agrees:

- a) that following acceptance of the Artwork, the City will use its best efforts to maintain and repair any damage done to the Artwork by vandalism or other means substantially in accordance with the conservation and maintenance plan to be provided by the Artist. The City will make reasonable efforts to inform the Artist of such damage and to offer the Artist the opportunity to consult with the City on the proposed repairs.

13. Warranty, Repair and Maintenance

The Artist agrees:

- a) that upon receipt of the Artwork, should the City find any deficiencies in the Artwork, it will advise the Artist in writing and the Artist must rectify such deficiency within ten (10) days of receipt of such notice. Should it not be possible to complete rectifying the deficiencies within ten (10) days, the Artist shall provide a Schedule to the City that is acceptable to the City indicating when completion will occur;
- b) in the event that the Artwork shall require repairs subsequent to the date of completion arising from normal weathering and “wear and tear”; then in such event the City shall advise the Artist in writing as to the nature of such repair and offer the Artist first right of refusal to carry out such repair within times and consideration as mutually agreed upon by the City and the Artist. Should the Artist fail to advise the City within thirty (30) days of receipt by the Artist of the written offer, or should the Artist and the City fail to agree on times and consideration, then in any such event the City, or a third party hired by the City, shall be at liberty to carry out any and all repairs. In determining the time and consideration for such repairs, both parties agree to act reasonably; and
- c) notwithstanding the foregoing and with the exclusion of the maintenance criteria set out in the conservation and maintenance plan submitted by the Artist, during the first three (3) years after installation and acceptance by the City, the Artist agrees to repair any defects or deficiencies (normal weathering and “wear and tear” excepted) in the Artwork without any charge to the City.

The City agrees:

- a) to keep the Artwork in a clean condition, free of debris or banners or signage which defaces the Artwork, all to the level which the City considers to be appropriate and in accordance with the conservation and maintenance plan to be approved by the City and that will be provided by the Artist.

14. Removal and Relocation of Artwork

The City agrees:

- a) to endeavor to exhibit the Artwork in the original location and in its original and complete format subject to the City’s right to decommission or remove the Artwork or a particular piece thereof for reasons which may include, but are not limited to, the structural integrity of the Artwork, expiry of the expected lifespan of the Artwork, extensive or irreparable damage or vandalism or by reason of the necessity to accommodate the effective operation of the Esplanade Park; and
- b) to consult, where possible, on the restoration or removal of public art, but shall retain the right to restore, relocate, or archive a work of public art without the artist's and/or donor's consent.

15. Insurance

The Artist agrees:

- a) that upon request by the City, the Artist shall take out and keep in force a policy of liability insurance in the amount of \$2,000,000 inclusive each occurrence (or such larger amount as may be required), and not less than two million (\$2,000,000.00) automotive liability insurance coverage. Certificate(s) of insurance shall be provided upon request by the City.
 - i. The policy shall include The Corporation of the City of Pickering, as additional named insured without subrogation in respect of all operations performed by or on behalf of the Company, a certificate of insurance shall be completed by the Company's agent, broker or insurer.
 - ii. The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the City.
 - iii. If the City is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the City may arrange a public liability policy insuring the City in the amount of \$2,000,000.00 and an automotive liability policy insuring the City in the amount of two million (\$2,000,000) at the expense of the Company, which may be recovered from amounts owed to the Company or from any form of security still in the City's possession.

16. Indemnification

The Artist agrees:

- a) to indemnify and hold harmless the City, its Mayor and Councillors, employees and agents for any and all losses, claims, demands, suits, actions, judgments, or costs which may arise from any physical deficiencies or deformities or structural failures of the Work which render the Artwork inconsistent with the approved design. The Artist agrees that this indemnity shall survive the period of time required to fulfill this contract and extend to the useful life of the Artwork and shall be binding upon the Artists' personal representatives, administrators, executors and assigns;
- b) to indemnify the City, its Mayor and Councillors, employees and agents from and against all liens, all builders liens, claims, actions, costs and damages which may arise during installation of the Work on the Place of Installation. No finding of negligence, whether joint or several, as against the City in favour of any third party shall operate to relieve or shall be deemed to relieve the Artist in any manner from any liability to the City, whether such liability arises under this Agreement or otherwise; and
- c) to warrant that the Artwork is original to the Artist and does not violate any copyright of any other person. The Artist shall indemnify and hold harmless the City, its Mayor and Councillors, employees and agents for any and all losses, claims, demands, suits, actions, judgements or costs that may arise from the allegation that the Artwork is not original to the Artist.

17. Occupational Health and Safety Act

The Artist agrees:

- a) to conform to and enforce strict compliance with the requirements of the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA");
- b) that nothing in this Agreement shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Artist either instead of or jointly with the Artist; and
- c) that it will ensure that all subcontractors engaged by it are qualified to perform the services and that the employees of the Artist and of all subcontractors are trained in the health and safety hazards expected to be encountered in the Services.

18. Workplace Safety & Insurance

The Artist agrees:

- a) that all of the Company's personnel must be covered by the Workplace Safety & Insurance Board at the Company's expense. The Company shall provide the City with a Clearance Certificate from the Workplace Safety & Insurance Board prior to the commencement of work, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board;
- b) to provide the City with a Clearance Certificate prior to final payment certifying all payments by the Company to the Board in conjunction with the subject Contract have been made and that the City will not be liable to the Board for future payments in connection with the Company's completion of the project; and
- c) that a Company deemed to be an Independent Operator by the Workplace Safety & Insurance Board will provide a copy of such letter to the City containing the Independent Operator identification number issued by the Board. An Independent Operator must be covered by WSIB optional insurance and provide proof of this coverage upon request.

19. Delays

The Artist and the City agree that:

- a) neither party shall be responsible for any failure to comply with or for any delay in performance of the terms of this Agreement including but not limited to delays in delivery, where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the control of the party sought to be charged. These events shall include, but not be limited to fire, earthquake, accident, civil disturbances, war, rationing, allocation of embargoes, strikes or

labour problems or delays in transportation, inability to secure necessary materials, parts or components, delay or failure of performance of any supplier or subcontractor, acts of Nature or acts of Government.

20. Early Termination

The Artist and the City agree that:

- a) notwithstanding any other provision of this Agreement, the City may, at any time and without cause, prior to completion of the Artwork, terminate this Agreement by providing sixty (60) days' notice in writing to the Artist. In the event of such termination, the City shall not incur any liability to the Artist other than work completed to the date of termination in accordance with the payment schedule and reimburse the Artist for the demonstrable, reasonable actual costs to the Artist incurred in connection with the Artwork, to the date of termination, as well as any demonstrable, reasonable outstanding liability owed by the Artist to the Artist's contractors, subcontractors, or employees incurred in connection with such termination;
- b) failure of the Artist to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Artist if a breach which is remediable is not rectified by the Artist to the City's satisfaction and within the timeframe set out in the City's notice of breach. In the event of such termination, the City shall not incur any liability to the Artist other than work completed to the date of termination in accordance with the payment schedule and reimburse the Artist for the demonstrable, reasonable actual costs to the Artist incurred in connection with the Artwork, to the date of termination, as well as any demonstrable, reasonable outstanding liability owed by the Artist to the Artist's contractors, subcontractors, or employees incurred in connection with such termination;
- c) all rights and remedies of the City for any breach of the Artist's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law;
- d) no delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy; and
- e) upon termination, all work and material of the Artist pertaining to the Artwork shall be delivered to or retained by the City at no further cost or liability to the City.

21. Ownership

The Artist and the City agree:

- a) ownership of the Artwork, the model/maquette and all documentation supplied to the City in connection with the Artwork, will vest in the City upon final payment for same.

22. Copyright

The Artist and the City agree that:

- a) copyright in the Artwork shall remain with the Artist.

The Artist agrees:

- a) to hereby grant the sole, perpetual and royalty free license to exhibit the Artwork in public and to use photographs, drawings, film, video, and other mechanical reproductions of the Artwork throughout the world to the City for publicity purposes only.
- b) to authorize the City to use the Artist's name in connection with the Artwork and in the promotion and advertising of the City.
- c) not to replicate the Artwork for any other client or purchaser.
- d) to use best efforts to give credit to the City as the owner of the Artwork.

The City agrees:

- a) to use its best efforts to have the Artist's name associated with the Artwork in photographs, drawings or other reproductions of the Artwork except where the Artwork is not the primary subject of the said reproduction.

23. Death or Incapacity of Artist

The Artist and the City agree that:

- a) in the event of a death or incapacity of the Artist before the complete installation of the Artwork, the City shall be vested with title to the unfinished Artwork upon paying the Artist, their personal representatives, administrators, executors or executrix a sum in the direct proportion of the percent of the Artwork completed to that date as determined by the City and shall be permitted to complete the Artwork in a manner generally consistent with the original design of the Artist.

24. Mediation

The Artist and the City agree:

- a) that all disputes pertaining to the interpretation or implementation of this Agreement shall be resolved first by good faith negotiation between the parties. In the event that a dispute cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediation" of the ADR Institute of Ontario. In the event that the mediation does not result in a settlement of the dispute, any unresolved issues may be taken to any other appropriate dispute resolution process agreed to by the parties, including arbitration or an appropriate court process. Should arbitration be chosen, it will be conducted in accordance with the "Rules of Procedures for the Conduct of Arbitration" of the ADR Institute of Ontario pursuant to the

- Arbitrations Act; and
- b) any claim or action brought pursuant to this Agreement shall only be brought in the courts of the Province of Ontario.

This Agreement forms the entire agreement between parties and no other representations either oral or written shall form part of this Agreement.

The rights and remedies of the City under this Agreement are cumulative and in addition to any rights and remedies provided by law or equity.

To the City at:

The City of Pickering

One the Esplanade

Pickering, Ontario

The City's Representative for the purpose of this Agreement will

be Laura Gibbs lgibbs@pickering.ca

To the Artist at:

511 Clinton Street, Toronto, ON, M6G 2Z5

brad@studiofminus.com

<https://www.studiofminus.com>

Or to such other address or person as the parties may designate to each other in writing.

It is deemed that notice is received five (5) days after the mailing of any notice or upon delivery, if personally delivered.

Letter of Understanding

Public Artwork Agreement

IN WITNESS WHEREOF the parties hereto have had this Letter of Understanding executed.

Full name, artist

Date

Kevin Ashe, Mayor
City of Pickering

Date

Susan Cassel, City Clerk
City of Pickering

Date

Schedule A: Terms of Reference

Schedule B: The Artwork (Artist's Concept proposal document attached)

Schedule C: Place of Installation (Millpond Meadow

Schedule D: Detailed Fabrication Schedule

Detailed Fabrication Schedule

WORK PLAN

The completion dates for each phase of the project as set out below shall be finalized upon final determination of the construction commencement date and prior to commencement of the Phase 2 services.

Phase 1 – June 1, 2023

- Agreement signed by all parties
- Proof of insurance and WSIB provided to the satisfaction of the City

Phase 2 - To be completed by July 7, 2023, to the satisfaction of the City

This phase will include the following Client approvals:

- Preliminary Drawings of all components and connections
- Preliminary fabrication schedule and Pricing

Phase 3 - To be completed by August 18, 2023 to the satisfaction of the City

- Final design and pricing
- Preliminary engineer review

This phase will include the following Client approvals:

- Design drawings, including all components and connections.

Phase 4 - To be completed by September 15, 2023 to the satisfaction of the City

- Completion of detail design.

This phase will include:

- Final sign-off of shop drawings for production
- Shipping & installation plan completed, in cooperation with the artist and other relevant contractors, and to the satisfaction of the City.

Phase 5 - To be completed by October 28, 2023 to the satisfaction of the City.

Letter of Understanding

Public Artwork Agreement

- Complete off-site fabrication of Artwork and all its components, to the satisfaction of the City. All permits and approvals acquired.

Phase 6 – To be completed by December 1, 2023 to the satisfaction of the City.

- Complete on-site installation of the Artwork and all its components, to the satisfaction of the City.
- Delivery of maintenance manual, including Photographic documentation, Artist statement, Biography
- Final acceptance of Artwork to the satisfaction of the City.

From: Sarah Douglas-Murray
Director, Community Services

Subject: Artist Selection Digital Art, Log Barn Permanent Exhibit
- Pickering Museum Village
- File: A-1440-001

Recommendation:

1. That Council endorse that the commission of public art for the Pickering Museum Village log barn permanent exhibit be awarded to Oddside Arts in the amount of \$38,000.00 (HST included);
 2. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$34,220.00 from the Government of Canada, Department of Canadian Heritage, Digital Access to Heritage Grant;
 3. That the Mayor and City Clerk be authorized to execute the Letter of Understanding between Oddside Arts and the City of Pickering, set out in Attachment 3, subject to minor revisions acceptable to the Director, Community Services and the Director, Corporate Services & City Solicitor; and,
 4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: Renovation and restoration of the Log Barn, located on the grounds of Pickering Museum Village, was approved by Council as part of the 2022 Capital Budget with work expected to be completed in late 2023. Funding has been secured through the Government of Canada, Department of Canadian Heritage, Digital Access to Heritage Grant for a new permanent exhibit to be installed in the building.

The permanent exhibit will explore stories from Pickering's past and how settlers from this small farming community were instrumental in the Rebellion of 1837. It will be told through the perspectives of Black settlers, working through their lives from the 1820s and culminating in the Rebellion of 1837-38. Events such as the Abolition Act of 1834, the Underground Railroad, the Upper Canadian Rebellion, and United Empire Loyalists settlement will be interpreted through the lens of Pickering and Durham's black community. Original digital artworks will be used in the creation of the permanent exhibit and have been selected as per the Public Art Policy (CUL 130) as set out in Attachment 1.

Section 09.10 of the Purchasing Policy states that 'Public Art Project purchases or Public Art projects with costs that exceed \$25,000 are subject to Council approval'. Therefore, the

purpose of this report is to seek Council endorsement to proceed with the commission of public art for the Pickering Museum Village Log Barn permanent exhibit at a cost of \$38,000.00 (HST included).

Oddsider Arts is a group of artists that focus on the application of technology by using digital design and immersive experiences. Oddsider Arts is dedicated to supporting artists that identify as part of the Afrodiaspora, Indigenous and/or 2SLGBTQIAP community. Oddsider Arts provided a portfolio that demonstrated experience in creating digital content, as well as strong representation of the Afrodiaspora by participating artists that is considered key to creating content that interprets history through a Black Canadian lens.

As per the Public Art Policy (CUL 130), the selection of Oddsider Arts is recommended by the Public Art Jury, Public Art Committee and Cultural Advisory Committee.

Financial Implications: This public artwork is fully funded from confirmed grant funding. The City of Pickering, Pickering Museum Village was successful in receiving \$212,000.00 in funding from the Government of Canada and \$50,000.00 from the Canadian Race Relations Foundation for a new permanent exhibit in the 1830's Log Barn featuring digital artwork including illustrated projection and augmented reality experiences. Funding for this public artwork is funded entirely by the Government of Canada Department of Canadian Heritage, Digital Access to Heritage Grant. Grant funding was confirmed in 2022, and project expenses were included as planned expenses in the 2023 Current Budget, account 10250.502110.

1. Estimated Project Costing Summary

Agreement	\$33,628.00
Total Project Cost	\$33,628.00
HST (13%)	<u>4,372.00</u>
Total Gross Project Costs	\$38,000.00
HST Rebate (11.24%)	<u>(3,780.00)</u>
Total Net Project Costs	<u>\$34,220.00</u>

2. Approved Source of Funds

Approved Code	Source of Funds	Budget	Funds Required
10200.502520.9710	Grant- Department of Canadian Heritage	<u>\$41,000.00</u>	<u>\$34,220.00</u>

Project Cost under (over) approved funds by	\$6,780.00
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Discussion: Grant Funding was approved on April 8, 2022 by the Government of Canada, with project funds required to be spent by March 31, 2024.

On February 9, 2023, the Pickering Anti Black Racism Taskforce (PABRT) was consulted on this project. The PABRT provided positive support for the project and recommended that local artists from the black community be involved in creating content for this experience, given the focus is Pickering's black history.

As per Section 07.02 of the Policy, a Public Art Jury must be established for each acquisition of \$25,000 and over in value. The Public Art Jury is to be organized on a case by case and project by project basis. The Public Art Jury evaluates the artist proposals in accordance with the Artist Evaluation Criteria in Section 07.03 and Selection Considerations in Section 09 of the Policy. A Public Art Jury was convened to judge the submissions based on criteria established in the Public Art Policy.

As per Section 08.01 of the Public Art Policy, Oddside Arts was identified through direct invitation to submit a proposal for this initiative. On March 2, 2023 the Public Art Jury was formed to review the recommended artist Oddside Arts. The Public Art Jury reviewed the portfolio provided by Oddside Arts and recommended Oddside Arts be commissioned for this work. The Public Art Committee met on March 17, 2023 to review the selection made by the Public Art Jury and recommended the selection to the Cultural Advisory Committee. The recommendation was endorsed by the Cultural Advisory Committee on March 21, 2023.

The portfolio for Oddside Arts is set out in Attachment 2.

Oddside Arts is a cultural arts not-for-profit that fosters a space for Afro-descendants, most especially women, gender-expansive and LGBTQ+ folks, to theorize, create, and contribute to the development of the equitable future.

The proposal submitted by Oddside Arts showcases their use of augmented reality technology and their ability to bring objects of six Black Canadian & Afrodiasporic inventors to life in a museum exhibit setting.

At this time, staff are requesting to source Oddside Arts for the Log Barn 'Roots to Rebellion' project. Their commitment to collaboration, advocacy and knowledge sharing, coupled with their portfolio and range of experience, is in direct alignment with the goals of this exhibition.

Attachments:

1. Public Art Policy (CUL 130)
 2. Oddside Arts Portfolio
 3. Agreement – Letter of Understanding
-

Prepared By:

Approved/Endorsed By:

Original Signed By:

Original Signed By:

Laura Gibbs
Division Head, Culture and Community
Programming

Sarah Douglas-Murray
Director, Community Services

SDM:lg


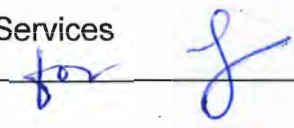
Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer

City of
PICKERING

Policy

Procedure Title: Public Art Policy		Policy Number CUL 130	
Reference Report #CS 36-19 Resolution # 167/19	Date Originated (m/d/y) November 25, 2019	Date Revised (m/d/y)	Pages 21
Approval: Chief Administrative Officer 		Point of Contact Supervisor, Cultural Services 	

Policy Objective

The City of Pickering is a vibrant community, rich in diversity, heritage, environment and the arts. As the City continues to grow and intensify, public art will play an integral role in creating an inviting and livable City.

This Policy establishes the framework for a sustainable Public Art Program that will deliver public art throughout the City that will:

- create attractiveness;
- promote community identity;
- reflect diversity and community landscape ;
- celebrate heritage;
- create a sense of place and attract interest;
- provide amusement, reflection and intrigue to a community, and,
- be selected through an objective and professional public art selection process that has a commitment to artistic merit.

The Public Art Policy and supporting Public Art Program will enhance the public realm, demonstrate the City's support for the arts and culture sector, and provide economic benefits.

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01 Definitions

- 01.01 **Accession** – the act of recording and processing artwork to the City's Public Art Collection.
- 01.02 **Acquisition** – obtaining ownership of public art through purchase, commission, donation, gift or bequest.
- 01.03 **Archiving** – the act of long-term storage and preservation of public art in a location owned by the City of Pickering. Archiving of public art may include storage and preservation of the original art piece, or a photographic/digital record of the original art piece.
- 01.04 **Artist** – the designer/creator of an artistic work and can include, but is not limited to, a professional artist, graphic designer, collaborative team, architect, or landscape designer.
- 01.05 **Borrowed** – refers to an artistic work that is borrowed by the City, through a loan agreement, for a defined period of time from a lender who owns and retains ownership of the artistic work.

- 01.06 **Call to Artists** – a request for proposal that outlines the scope of the Public Art that the City wishes to acquire. The Call to Artists will outline aspects such as project theme, timeline, compensation, and location.
- 01.07 **Commissioning** – the act of requesting and paying an artist to design and create a specific piece of art.
- 01.08 **Community Art** – artistic work created collaboratively between an artist and an identified community. Community members actively participate in the creation of the artistic work. The artistic process is of equal importance to the artistic product.
- 01.09 **Community-Based Public Art** – created as a result of a collaborative process between community members; which may or may not include the use of a professional, practicing artist, engaged in a collective method of art making.
- 01.10 **Conservation** – the maintenance and preservation of works of art and their protection from future damage and deterioration.
- 01.11 **Copyright** – the exclusive legal right to produce or reproduce, publish, print, sell, or distribute the matter and form of something or any substantial part thereof, such as literary, musical, or artistic works (e.g., drawings, paintings, photographs and sculptures).
- 01.12 **Creative Place-Making** – a practice where people are inspired collectively and collaboratively to reimagine, reinvent, and shape public spaces to maximize the shared value, as the heart of the community.
- 01.13 **Deaccession** – the act of permanently removing, relocating to another jurisdiction, or disposal of artwork from the City’s Public Art Collection.
- 01.14 **Intellectual Property** – the legal right to ideas, inventions and creations in the industrial, scientific, literary and artistic fields.
- 01.15 **Moral Rights** – the artist has the right to the integrity of the work and the right, where reasonable in the circumstances, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous. Moral rights are non-transferable and endure even after copyright has been assigned.
- 01.16 **Municipally Owned Public Space** – includes but is not limited to parks, road allowances, tunnels, boulevards, streets, courtyards, squares and bridges, as well as building exteriors, foyers, concourses, and significant interior public areas of municipal buildings.
- 01.17 **Permanent Public Art** – an original artwork which is situated at a particular site for longer than one year.
- 01.18 **Public Art** – art developed and designed by a professional artist that is displayed on municipally-owned public space. Public art may include, but is not limited to:
- sculptures;
 - murals;
 - memorials or monuments;

- fountains or water features that contribute aesthetically to their surroundings (not splash pads);
- hard and soft landscaping components; which are not a mere extension of the landscape/architecture;
- architectural components, specialized lighting; and
- Community art projects related to neighbourhood beautification.

- 01.19 **Public Art Committee** – is responsible for working with Community Services staff to provide advice and expertise; build public awareness and support for public art; and, identify eligible Public Art Jury members, when required.
- 01.20 **Public Art Jury** – is a group of residents, professionals and staff selected who evaluate artist proposals in accordance with the Artist Evaluation Criteria and Acquisition Criteria. The Public Art Jury is responsible to narrow down selections for acquisition.
- 01.21 **Professional Artist** – a person who is critically recognized as an artist, they possess skill, training and/or experience in an artistic discipline, is active in and committed to their art practice, and has a history of public presentation.
- 01.22 **Public Space** – space available for use by the public that includes, but it is not limited to, parks, boulevards, trail systems, open spaces, waterways, roads, bridges, gateways, streetscapes, civic squares, interior and exterior public areas associated with buildings, or structures owned, operated, occupied or used by or for the City.
- 01.23 **Restoration** – the repair or renovation of artworks that have sustained injury or decay to something approaching their original undamaged appearance.
- 01.24 **Signage** – any medium used to convey information by way of words, pictures, graphics, emblems or symbols, or any device used for the purpose of providing direction or information, identification, advertisement business promotion or the promotion of a product activity, service, or idea.
- 01.25 **Transitory Public Art** – an original artwork that are temporary, which could include a variety of mediums and can incorporate experimental public art projects.

02 Guiding Documents & Policy Context

- 02.01 The City of Pickering Cultural Strategic Plan (2014) sets a vision for arts, culture and heritage in the City; and, identifies strategic directions for policy and programs. One of the Plan's strategic directions is to cultivate opportunities for the creation, education and enjoyment of the arts, including:
- developing and implementing a Public Art Policy, program, and funding formula;
 - using art to enhance public spaces, particularly within the City Centre;
 - assigning a one percent contribution to public art from the capital budgets of applicable new or renovated facility and park projects; and,
 - establishing a Public Art Reserve Fund.

02.02 The City of Pickering Official Plan acknowledges that the quality of the built environment can be enhanced by promoting the integration of art in public places. Specifically, the Official Plan:

- promotes art in publicly-accessible and visible locations such as parks, prominent street corners, plazas and on buildings;
- encourages public art in a broad range of media, themes and formats in order to engage the observer, foster civic identity and promote social interaction; and,
- considers integrating public art in the early stages of the design and planning of developments.

02.03 The City Centre Urban Design Guidelines encourage permanent and transitory/temporary artworks to promote a sense of identity for the City Centre.

02.04 The Seaton Sustainable Place-Making Guidelines recognize that public art should be highly visible and serve as accents to the community by encouraging public art to be located at community core gateways.

03 Policy Statement

03.01 The City of Pickering is committed to and supportive of the benefits of public art and recognizes that art in public spaces is a valuable asset that enhances the social/cultural, built heritage and natural environments. Through public art, we beautify our environment; engage the community in Creative Place-Making; and, celebrate our values, stories, culture, heritage, and diversity while defining our unique identity. Public Art enhances quality of life for citizens and visitors; and, strengthens community pride, tourism and economic growth. The commission and acquisition of Public Art is exempt from the City's Purchasing Policy and must therefore be conducted in accordance with the processes outlined in this Policy.

04 Purpose and Objectives

04.01 The purpose of the Public Art Policy is to:

- i. Establish, for the City, a standardized and transparent process for the selection, acquisition, maintenance and deaccession of Public Art; and,
- ii. Provide, for the City, a sustainable funding model for the management of Public Art.

04.02 The framework for a Public Art Program established in this Policy is intended to provide a standardized and transparent structure for these processes to include:

- long-term planning;
- establishing a funding framework;
- creating an administrative structure;
- identifying opportunities for public art;
- initiating completions and a selection process;
- implementing and/or assisting with public art projects; and,
- ongoing maintenance, management, deaccession and disposal of the public art collection.

04.03 The Public Art Policy applies to temporary and permanent installations, including community art. The City may authorize public art that it does not own, to be placed on municipally owned public space through an agreement between the City and the owner of public art.

The City will not purchase or display art that:

- violates any City policy;
- conveys a negative message that might be deemed prejudicial;
- promotes alcohol and other addictive substances;
- presents demeaning or derogatory portrayals of individuals or groups or contains anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; or,
- is in direct competition with City of Pickering services, programs or initiatives.

05 Administration

05.01 The Public Art Policy and Program will be administered by City of Pickering Community Services staff in collaboration with City Development staff, the Public Art Committee, the Public Art Jury, and the Council of the City of Pickering.

05.02 Any member involved in the administration of the Public Art Policy and Program shall declare a conflict of interest, pecuniary or otherwise, and remove themselves in all cases from a juried selection process or any decision regarding the acquisition of public art in which they are involved either directly or indirectly.

06 City Representation

06.01 Council

The Council of the City of Pickering is responsible to:

- approve and uphold the Public Art Policy and any amendments;
- approve annual Public Art funding and expenditures in the Capital and Current Budget; and,
- act as an advocate for art in Public Spaces, and Private Developments in the City.

06.02 Chief Administrative Officer

Chief Administrative Officer (CAO) to:

- approve and uphold the Public Art policy, along with any amendments;
- approve any changes to the Public Art policy, as needed;
- act as an advocate for Public Art in Public Spaces, and private developments; and,
- support Public Art budget through the budget process.

06.03 Director, Community Services

Director Community Services to:

- uphold the Public Art Policy, along with any amendments;
- recommend any changes to the Public Art Policy, as needed; and,
- recommend the Public Art budget annually via the Community Services Department Capital and/or Current Budget.

06.04 Community Services Staff

The Community Services Department has the primary responsibility for administering the Public Art Policy and Program, and will work in cooperation with all other City departments to ensure its appropriate implementation. The City Development and Engineering Services Departments have a supporting role in implementing the Public Art Policy and Program.

Community Services Department staff are responsible to:

- oversee and implement the management, development, monitoring and evaluation of the Public Art Policy and Program;
- manage the Public Art collection including acquisitions, maintenance, conservation, research, interpretation and deaccessions;
- develop standards and procedures to ensure consistent implementation of the Public Art Policy and Program,
- identify, approve appointments and establish the Public Art Committee;
- work with the Public Art Committee to identify Public Art priorities, locations and initiatives (i.e. Public Art Work Plan);
- facilitate regular Public Art Committee meetings, circulating information, providing guidance and arrange for the recording of minutes;
- facilitate Public Art Jury meetings, circulating information, providing guidance and arrange for the recording of minutes, as may be required;
- develop “call to artists” and coordinate the selection process;
- establish artist selection processes; manage artist contracts, and compensation;
- liaise with selected artists to oversee installation and develop agreements;
- develop promotional and marketing initiatives to community Public Art activities;
- establish, maintain and promote the Public Art public inventory;
- identify, prepare, and incorporate amendments to the Public Art Policy and Program that do not have a financial impact, with approval from the CAO;
- advise Council, staff and residents on the Public Art Policy and related initiatives;
- develop the Public Art budget through the City’s annual budget process; and, investigate Federal, Provincial, or other sources of funding to promote and support the development of Public Art in the City.

06.05 City Development Department

City Development staff to:

- work with Community Services Department staff to identify appropriate locations for public art;
- ensure public art is considered in the planning of new communities, development of community design guidelines, and design of corporate and community facilities; and,
- encourage and secure public art through the review and approval of development applications.

06.06 Engineering Services Department

Engineering Services staff to:

- work with Community Services and City Development staff to ensure the safe and proper installation of public art on City owned property;
- incorporate public art into parks, landscaping, and streetscapes; and,
- ensure site lines are maintained in locating and positioning of public art on City owned and private property.

06.07 An inter-department Public Art planning team will be established to work in conjunction with the Public Art Committee for selection of artistic works and ongoing long-term Public Art planning, including site selection, restorations, conservation and maintenance. This planning team will include staff representatives from:

- Community Services;
- City Development; and,
- Engineering Services.

06.08 The Interdepartmental Public Art Planning team may also be comprised of the following, as appropriate:

- City of Pickering Library staff;
- City of Pickering Heritage Planner; and,
- Representatives (e.g. department heads) from other City of Pickering departments that may be impacted by the location of a public art project.

07 Selection Process

07.01 Public Art Committee

The Public Art Committee will be a standing sub-committee of the City's Cultural Advisory Committee. The Public Art Committee shall be comprised of seven members from the community selected by the Cultural Advisory Committee. Three members will be from the Cultural Advisory Committee itself. The other four members will not be members of the Cultural Advisory Committee, but will have professional experience related to at least one

of the following disciplines; urban planning or development, landscape architecture, architecture, visual, literary or performing arts, art history, art administration or education, curation, visual arts consulting, civil engineering, art review/writing, or heritage research and planning. All members of the Public Art Committee shall be residents of Pickering and will demonstrate a significant knowledge of arts and culture.

The Public Art Committee will:

- i. Advise on the implementation of the Public Art Policy through the Cultural Advisory Committee.
- ii. Review proposed project scope and terms of reference for each new Public Art project.
- iii. Evaluate and select artwork, under \$25,000 in value, in accordance with the Artist Evaluation Criteria in Section 7.3 and Acquisition Criteria in Section 6.0 of this Policy.
- iv. Ensure application of established procedures and guidelines for each selection process.
- v. Advise and promote communication and outreach of this Policy to the community.
- vi. Advise on the development and implementation of selection, acquisition, maintenance, and deaccession of artistic works to which this Policy applies.
- vii. Advise and recommend to the City, through the Cultural Advisory Committee, on proposed gifts, donations and bequests to the City in accordance with established guidelines.
- viii. Review the results of the Public Art Jury, and put forward a recommendation to acquire for endorsement of the Cultural Advisory Committee to acquire the proposal with the best marks, or put forward for community consultation.

The Committee will be subject to City policies to ensure fair and equitable treatment of all participants in the process and to ensure their recommendations are without bias.

Specifically, the City will not purchase or display art that:

- violates any City policy;
- conveys a negative message that might be deemed prejudicial;
- promotes alcohol and other addictive substances;
- presents demeaning or derogatory portrayals of individuals or groups or contains anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; and,
- is in direct competition with City of Pickering services, programs or initiatives.

All decisions made by the Public Art Committee shall be endorsed by the Cultural Advisory Committee.

07.02 Public Art Jury

A Public Art Jury must be established for each acquisition of \$25,000 and over in value, and may also be established for works of a lesser amount at the discretion of the Public Art Committee. The Public Art Jury will be organized on a case by case, and project by project basis.

The Public Art Jury will evaluate artist proposals in accordance with the Artist Evaluation Criteria in Section 07.03 and Acquisition Criteria in Section 06.04 of this Policy. The Public Art Jury is responsible to narrow down selections for acquisition and present the three top-ranked proposals to the Public Art Committee, for final recommendation to the Cultural Advisory Committee. Dependant on the impact the public art will have on the community, the three top-ranked proposals may be presented for community consultation.

While the ultimate objective of the Public Art Jury is to reach an unanimous decision, members may be divided in their evaluations and as such, a Public Art Jury will consist of uneven numbers to enable a majority vote.

The composition, duration and terms of reference for any Public Art Jury will be dependent on the nature of the Public Art project. Appointees to a Public Art Jury may consist of:

- Three City staff which may include representatives (e.g. department heads, Heritage Planner, Library) from other City of Pickering departments, as appropriate, that may be impacted by the location, or subject matter of a Public Art project.
- Three resident members from the Public Art Committee.
- Two professional artists that are not residents of the City of Pickering.
- One professional architect that is not a resident of the City of Pickering.

In certain circumstances, members of a Public Art Jury with external expertise (e.g. professional architect or professional artist) may be compensated for their time on the Public Art Jury.

07.03 Artist Evaluation Criteria

When evaluating specific artwork proposals, the Public Art Jury will consider the vision, mandate and objectives of the Public Art Program and the specific aims in the project brief. The Public Art Jury (as per section 07.02) will also consider the artist's:

- artistic excellence of previous work;
- ability to achieve the highest quality of contemporary artistic excellence and innovation;
- professional qualifications and relevant working experience as related to the public art project brief;
- ability to manage a project and experience working with a design team, project team and/or community group, as appropriate;
- potential to comprehend, access and interpret relevant technical requirements; and,
- interest in and understanding of the public art opportunity and the context.

07.04 Exhibitions

The City of Pickering will host exhibitions of art in community facilities by:

- professional artists whose work is relevant to the community;
- Pickering artists, or artists whose work is Pickering based;
- artists that are members of a Pickering-based arts organization; and,

- City staff or their immediate family members.

The City of Pickering will create and facilitate opportunities for local businesses to display public art and/or undertake temporary art exhibitions.

The content of art exhibitions is at the discretion of Community Services staff and must be suitable for viewing by all ages.

07.05 Artist in Residence

The City of Pickering will provide opportunities for an Artist in Residence program, provided that:

- funding exists through a grant or approved budget;
- the residency is of mutual benefit to the City and the Artist(s);
- a portion of the works created will remain in the City Collection; and,
- artists are properly compensated for their work, space and accommodation.

An Artist in Residence will work in partnership with the City and interested external organizations, and agencies.

08 Acquisition

The City may acquire works of art through purchase, commissioning, donation, or creation of community arts projects. All works to be purchased, commissioned or donated will be subject to the terms and conditions of the Public Art Policy and incorporated into the Public Art Inventory.

08.01 Purchase or Commission of Art

The process for purchasing and commissioning art will be fair and transparent and will be in accordance with the City's Purchasing Policy.

Depending on the nature of the artwork, it may be secured through:

- The issuance of an Open Call. This type of competition is the preferred method which sees a "Call to Artists" developed and issued. A "Call to Artists" can be geared towards local, provincial, national and/or international artists, and/or art collectives and includes specific guidelines, criteria and eligibility based upon each Public Art Initiative identified by Cultural Services staff. A RFQ may be used to pre-qualify artists for general or specific public art projects. When an open call public art competition results in two equally weighted proposals, consideration will be given to the local/Canadian submission.
- Request for Proposal (RFP) competition occurs when a select group of artists and/or collectives are invited to submit a proposal for consideration towards a specific Public Art initiative. The applicants must adhere to the guidelines and criteria established by the City of Pickering.

- Direct Invitation/Commission or Purchase (Single/Sole-Source) occurs when a single artist is identified to complete a Public Art project, or when an existing piece of Public Art is purchased. In the instance of the purchase of an existing piece of art, an appraiser or outside expert may be called in to determine authenticity.

For large commissions in public spaces, the Public Art Committee may choose to provide the three top-ranked Public Art Jury selections for Community comment prior to finalizing the selection process.

08.02 Donations

On occasion, the City may be offered donated works of art in the form of a bequest or a gift. When public art is acquired through donation, in accordance with the criteria established in the *Income Tax Act* (Canada), the City of Pickering may issue a tax receipt to the donor. The donor is responsible for meeting Government of Canada criteria to receive an income tax credit for the artwork. Independent appraisal costs will be the responsibility of the donor.

Donated art must follow the City's Financial Control Policy FIN-030 and be subject to an evaluation process based on the City's donation criteria outlined below:

- information about the artwork including photographs of the artwork (if existing) or illustrations (if proposed);
- maintenance and conservation plan, including the condition of the work and any repairs needed;
- site installation requirements of the artwork;
- projected budget for installation and ongoing maintenance of the artwork;
- legal proof of the donor's authority to donate the work; and,
- where appropriate an appraiser or outside expert may be called in to determine authenticity or value.

All donations of existing artworks will be subject to a review process by Community Services staff in collaboration with the Public Art Committee. All donations should be unencumbered, free and clear of conditions and restriction imposed by the donors. Donations will be evaluated against the selection criteria in 07.01 and 07.03. The City is not required to accept donations of Public Art that are offered.

Donated art will also include a funding donation for the transfer, installation, maintenance, conservation, restoration of the work being donated, the amount of which will be negotiated as part of the acceptance agreement. Additionally, City staff are responsible for conducting a feasibility analysis, which outlines aspects such as the benefits of the acquisition, and short and long term costs.

The individuals or organizations proposing to donate artwork will be notified of the City's decision to accept or decline the donation. If accepted, the individual and/or organization shall acknowledge that donated art cannot be returned. Accepted donations of public art will be documented, a release form signed by both the City and the donor, and the artwork insured at time of acquisition. Any documents pertaining to ownership of the donation must be transferred to the City and filed by City staff accordingly. Once accepted, the

donation may be stored, exhibited, loaned, deaccessioned or disposed of at the discretion of the City.

Donation of funding from the public or private sector for the City's Public Art program will be added to the Public Art Reserve Fund.

08.03 Transitory/Temporary Public Art

The City may secure on a temporary basis, through loan or lease, works of public art for display in public spaces. All artworks to be displayed in public spaces will be evaluated in accordance with the Artist Evaluation Criteria in Section 07.03 and Acquisition Criteria in Section 08 of this Policy.

Temporary installations of artwork will be documented, and included in the City's inventory of public art exhibitions; listing the dates of display, and a project/artist statement.

08.04 Community Art Projects

The Cultural Services Section will receive applications for community art projects; which may include requests for funding of up to \$10,000 for any individual project. The Cultural Services Section will determine whether a community art project should proceed and/or be funded. The goal of these community art projects is to create artwork that is accessible to a large public, not simply because it has been placed in a public space or because of its content, but through the engagement of community members in defining and shaping their environment. Community Art projects must include use of amateur and/or professional practicing artists, and gain the support of the Public Art Committee, and Cultural Advisory Committee. Community murals and tree carvings are examples of community art projects.

08.05 Public Art Exclusions

Examples of Public Art excluded under the scope of this policy are:

- i. directional elements such as super graphics, signage or colour coding, except where these elements are an integral part of the original work of art or public art project;
- ii. art objects which are mass-produced of standard design such as playground equipment or statuary objects;
- iii. landscape architecture and landscape gardening, except where these elements are in integral part of the original work of art, or are the result of collaboration among design professional including at least one artist; and,
- iv. easily moveable artworks such as paintings, drawings, models and books.

09 Selection Considerations

Artwork being considered for acquisition regardless of the acquisition method should take into account the following:

Community Relevance and Impact

- Suitability for display in a public space
- Reflects the City's heritage, and/or history, culture and diversity, and/or natural elements and landscapes
- Builds appreciation for public art

Overall Quality and Authenticity

- Originality of design
- Intrigues viewers and stimulates imagination
- Artist reputation, demonstrated and related experience
- Condition of the artwork

Location

- Site suitability
- Response to or complements the location's uses and users

Economic Value

- Short and long term costs
- Tourism potential

Installation Maintenance & Conservation

- City's ability to accommodate installation requirements
- City's ability to safely display, maintain and conserve the work
- Long-term maintenance cost
- Longevity of the artwork
- Environmental impact

Submission

- Compliance with guidelines outline in the Public Art Policy and accompanying "Call to Artist"
- Quality of the approach/work plan and methodology
- Ability to meet budgetary estimates and timelines.

10 Site Selection

The selection of sites for public art shall be made by City staff with staff considering comments and or suggestions from the Public Art Committee and the Cultural Advisory Committee, using the following criteria:

- potential visibility of public art;
- distribution of projects across the City;
- implementation potential;
- public benefit;
- geographic justification;
- quality, scale and character of the public art are suitable for the location and audience;
- environmental conditions, site servicing and safety; and,

- does not interfere with existing or proposed artwork, buildings or structures in vicinity.

Public art may be installed in the following areas, as required and as pieces become available:

- public areas in municipally owned facilities, community centres and libraries (interior and exterior spaces); and,
- Parks and Public Spaces.

For the installation of public art, the City, in consultation with the Public Art Committee, may also identify key priority areas such as the waterfront, City Centre and transit corridors; and/or key themes such as culture, heritage, agriculture and environment.

10.01 On Lands Owned by the City of Pickering

Installation of public art is encouraged in public spaces and parks owned by the City of Pickering; and in public areas of City of Pickering owned office buildings, community centres, and libraries.

Proposals for public art installations by the private sector or other public agencies on infrastructure (e.g. roads, bridges, buildings, etc.) or land owned by the City of Pickering that were not commissioned through the Public Art Program must adhere to the City of Pickering Public Art Policy and all other relevant City policies, by-laws, standards, and procedures.

Proponents of public art proposals are required to pre-consult with Community Services staff, City Development staff and Public Art Committee; and, to present to the Council of the City of Pickering. Proponents will also be subject to entering into a license agreement with the City of Pickering regarding matters such as maintenance and the continued use of public property.

10.02 On Lands Owned by Other Levels of Government and Public Agencies

10.02.1 Consultation with the City of Pickering

Public agencies that propose public art as part of a redevelopment or new development, are required to pre-consult with Community Services staff, City Development staff, and the Public Art Committee; and to present to the Council of the City of Pickering.

10.02.2 On Lands Owned by the Region of Durham

Installations of public art initiated or approved by the City of Pickering on infrastructure (e.g. roads, bridges, buildings, etc.) owned by the Region of Durham will be subject to entering into an agreement with the Region of Durham.

10.03 On Private Lands

The City actively encourages the private sector to include public art in development projects to elevate and improve the public realm. Proponents of public art proposals are required to pre-consult with Community Services staff, City Development staff, and the Public Art Committee; and, to present to the Council of the City of Pickering. Direction on options for private sector contributions to public art are provided in Section 21 of this Policy.

11 Collections Management

11.01 The City has the authority to determine the length of time a work of public art will be displayed in Public Spaces. The City shall consult, where possible, on the restoration or removal of public art, but shall retain the right to restore, relocate, or archive a work of public art without the artist's and/or donor's consent.

11.02 Accessioning/Registry/Inventory:

- The City shall document all works in the Public Art Collection and maintain a registry/inventory of the Public Art Collection; which shall be made available to the public.
- Temporary public art shall not be registered into the Public Art Collection and shall not be part of the maintenance and conservation program.
- Temporary works will be added into the Inventory of Public Art Exhibitions. Temporary exhibitions will be photographed and documented (artist/project statement).

12 Maintenance & Conservation

12.01 It is the responsibility of the City to maintain all permanent works of art within the Public Art Collection in accordance with the approved maintenance plan and/or conservation plan required for each piece.

12.02 All public art submissions must include a detailed manual from the artist outlining the maintenance and/or conservation plan. The plans will include, but are not be limited to: a maintenance dossier; shop drawings; manufacturers' lists; key contacts, including the artist; maintenance and/or conservation specifications; and, budgets.

12.03 City staff will monitor the existing inventory for maintenance requirements. The City may choose to retain a qualified professional to undertake the inspection, if deemed necessary.

13 Insurance

13.01 All artistic works owned by the City through purchase, commission and/or donation are the property of the City of Pickering and are insured under the City's Insurance Policy.

- 13.02 For all Borrowed Public Art, the Artist will submit proof, satisfactory to the City, of insurance coverage for the artistic work, and a waiver freeing the City from liability in case of accidental loss, theft, damage or vandalism. In addition, the Artist will submit a complete list of displayed artistic work(s); which will include the title(s), dimensions, medium/media and appraised value(s).

14 Storage

- 14.01 When storage of Public Art, whether short-term or long-term, is required, the City will ensure that such storage meets appropriate museum standards. Whenever possible, existing City and community resources will be used for the storage and management of the City's Owned Public Art.

15 Agreements & Installation

- 15.01 The Artist will enter into a written agreement with the City of Pickering following the approval of the acquisition of the public art. This agreement will address the Artist's obligations, which include, but are not limited to:

- Materials
- Timelines
- Installation
- Maintenance and/or conservation plans
- Warranty
- Copyright, Intellectual Property and Moral Rights
- Payments to sub-contractors

- 15.02 The Artist is generally responsible for the installation of all artworks that the City has acquired. All contractual requirements with the Artist(s) will be overseen by the City and identified, in advance, through the agreement of purchase, commission or donation. The condition of all acquired art works will be reported upon receipt, and any problems found will be referred to the artist for resolution.

- 15.03 The City has the authority to determine the length of time a work of public art will be displayed in Public Spaces. The City shall consult, where possible, on the restoration or removal of public art, but shall retain the right to restore, relocate, or archive a work of public art without the artist's and/or donor's consent.

16 Deaccession & Disposal

- 16.01 The City may deaccession and/or dispose of Public Art when necessary. All reasonable efforts will first be made to resolve problems or re-site the Public Art, in consultation with the Artist and/or donor, where appropriate. Public art may be deaccessioned and/or disposed of under any of the following situations:

- endangerment of public safety;
- excessive repair or maintenance;
- irreparable damage;

- inaccessibility;
- site redevelopment;
- art is no longer relevant ;
- works that endanger public safety;
- possibility of upgrading through exchange;
- no appropriate location for exhibition of work;
- copies, forgery or reproductions lacking authenticity or archival value;
- the public art is no longer relevant to the City's Public Art Collection, or
- the public art is discovered to have been stolen, or was offered to the City for acquisition using fraudulent means.

- 16.02 The City of Pickering will be responsible for preparing a report providing the justification for recommending deaccessioning of the artwork for the Public Art Committee, to be endorsed by the Cultural Advisory Committee and received as correspondence by Council, as appropriate.
- 16.03 In the event of accidental loss, theft or vandalism, the City retains the right to determine whether replacement or deaccessioning of the artwork is appropriate.
- 16.04 No artistic work will be deaccessioned and disposed of without consultation with the Public Art Committee. Recommendations to the Public Art Committee regarding the need for a method of deaccession will be made by Cultural Services Staff. The deaccessioned art may be moved, sold, returned to the artist or destroyed, with any monies received through the sale of the artwork being placed in the Public Art Reserve Fund.

17 Copyright and Intellectual Property

- 17.01 Artwork acquired for the Public Art Collection shall become the property of the City of Pickering except those artworks subject to the parameters for Temporary Public Art as outlined in Section 08.03.
- 17.02 The City will respect the artist's right of authorship and the integrity of the public art.
- 17.03 Copyright of the artwork shall remain with the Artist unless the City has acquired the copyright in full from the Artist or has an agreement in writing for limited usage.
- 17.04 Except in very rare circumstances, the Artist(s) shall own all Intellectual Property in the work developed. Following best practice in North American Public Art Programs, they will not be asked to waive their Artist Moral Rights or assign their copyrights. Artist(s) will be asked to provide a royalty-free non-commercial license to the City of Pickering for images of their work in perpetuity.
- 17.05 In cases where the artist is not contracted directly to the City, but is a sub-contractor (e.g. for integrated artworks or artist on a design team) or for developer-provision of public art, the City shall stipulate that the contract must include terms related to intellectual property rights, ownership, and maintenance obligations, as appropriate.

18 Artist Remuneration

- 18.01 Artists shall be fairly compensated for their time and work. Compensation shall be determined on a case by case basis.
- 18.02 Artist Contract Terms – In creating standard agreements with artists, it is important to note artist moral rights and to take into consideration practices in the arts sector, which differ from other professional service providers or suppliers. When the City of Pickering contracts an artist for a commission, the artist agreement will include, but not be limited to the following:
- scope of work (may be design services only; or design, fabricate and/or install);
 - City's and artist's obligations, appropriately apportioning risk and responsibility;
 - timelines;
 - ownership, maintenance, and conservation obligations;
 - intellectual Property, Copyright, and Artist Moral Rights;
 - artist recognition;
 - warranty and insurance (as appropriate); and,
 - payment schedule.

19 Community Engagement & Awareness

- 19.01 The City will be responsible for ensuring there is an opportunity for community input and involvement in public art and expanding the level of knowledge of the City's Public Art Collection in the community.
- 19.02 City staff will be responsible for ensuring the community is aware of any public art installations or deaccessioning in public spaces. When appropriate, the community will be asked to comment on the selection of a commissioned work or official unveilings will be undertaken in order to allow residents to take part in celebrating new additions to the Public Art Collection.

20 Pickering Public Art Interactive Map

- 20.01 The City of Pickering shall develop and maintain an interactive online public map that identifies the location of public art pieces and provides a photograph and information, such as a description of the public art piece, installation date and artist name. If available, the City will also include information from the artist including web links, artist biography, artist statement and video footage of the artist discussing their work.
- 20.02 This information will also be held within the Public Art Inventory; which will be maintained by the Community Services Department.

21 Public Art Development by the Private Sector

- 21.01 The City actively encourages private sector applicants to include public art in development projects through the Site Plan application process. The provision of public art will be secured through a Site Plan Control Agreement that will be registered against the title of the lands.
- 21.02 Options for private sector contributions to public art are:
- On-site Contribution: This is where the applicant incorporates the public art within the development limits. In addition to the requirements outlined in Section 10.03 of this Policy, the design, commissioning and installation of the public art piece will be at the sole cost of the owner, and subject to approval by the City. Ongoing maintenance, repair or replacement of the public art piece will be at the sole cost of the owner.
 - Off-site Contribution: This is where the applicant provides public art on municipal property. In addition to the requirements outlined in Section 10.01 of this Policy, the design, commissioning and installation of the public art piece will be at the sole cost of the private sector proponent, and subject to approval by the City. The ongoing maintenance, repair or replacement of the public art piece will be at the sole cost and responsibility of the City.
 - Partnership with business/agency.

22 Funding


- 22.01 Funding to support this policy will be provided through the establishment of a Public Art Reserve Fund, as recommended in The City of Pickering Cultural Strategic Plan (2014).
- 22.02 Starting in 2021, it is recommended that Council provide financial support in the amount of \$100,000 to implement the Public Art Policy. In 2022, it is recommended that the financial support increase by \$25,000 for a total of \$125,000. The financial contribution should be increased by \$25,000 every year until the funding model is reviewed.
- 22.03 The Public Art Reserve Fund will be used to cover the costs of the management, additional insurance costs, administration and promotion of public art in the City and the purchase, maintenance, conservation, restoration, archiving, and deaccession of the Public Art Collection.
- 22.04 Up to a minimum of 75% of all funds collected must be used for the design, fabrication installation and documentation of Public Art or Community Art projects chosen through an objective jurying selection process.
- 22.05 Funds ranging up to 25% will be apportioned to the governance and administration of the selection process, collection, inventory, staffing, legal requirements, deaccession of artistic works, and overall policy review.

22.06 Any operating funding required for the ongoing operation of specific pieces of public art must be funded from the Public Arts Reserve Fund and approved by Council on a case by case basis.

Please refer to all associated Procedures and Standard Operating Procedures, if applicable, for detailed processes regarding this Policy.



Odds Side Arts
Merging Art, Technology & Wellness Through Black
Speculative Design.



CONTENTS

- **INTRODUCTION**
 - **ABOUT**
 - **PREVIOUS PARTNERSHIPS**
 - **SNAPSHOT OF PROJECTS**
 - **GLIMPSE OF PROGRAMS & EVENTS**
 - **VALUES**
 - **KEEP IN TOUCH**
- 



**"I believe art is a connection,
like passing on a flame."**

- Wangechi Mutu



INTRODUCTION

Oddsider Arts is a cultural arts and creative technology organization and artist collective with the mandate to merge art, technology & wellness through Black speculative design. Oddsider Arts places a priority on supporting artists of the African diaspora (Afro-Caribbean, Afro-Indigenous and African descendent) and uses art as a point of access for critical discussions about accessibility, equity, coalition building, and demystifying the public art process for more artists to gain access. Our organization functions through an Ubuntu framework, an African concept that promotes interconnectedness where we choose to focus on the “we” rather than on singular pathways to success.

Our organization’s artistic practice includes the following: creative endeavours such as public art projects and STEAM (science, technology, engineering, art, mentorship) programming informed by African diasporic perspectives that use speculative elements from science fiction and fantasy; Pan-African viewpoints and cultural narratives; and the application of technology by use of digital design and immersive experiences. We work from a point of view that prioritizes mental wellness and re-imagines spaces for Afro-descendants, most especially women, gender-expansive and LGTBQ+ folks, to theorize, create, and contribute to the development of an equitable future.

INFO

Identification
12022958 CANADA INSTITUTE

Operating Name:
• Oddsider Arts

Organization Type:
Federally Incorporated Non-Profit

ABOUT OUR PILLARS

COLLABORATION

We function through an Ubuntu framework, an African concept that promotes interconnectedness where we choose to focus on the “we”

ADVOCACY

We advocate for space to include the creative outputs of BIPOC folks and those who self-identify as 2SLGBTQIAP.

KNOWLEDGE SHARING

We contribute to the development of Black and/or Queer BIPOC artists by supporting the creation, production, and presentation of artworks.



LEADERSHIP



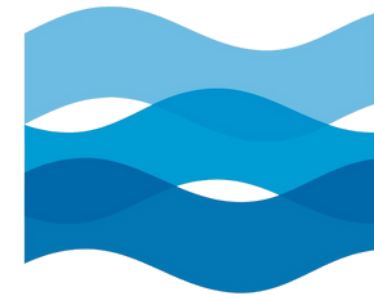
queen kukoyi

Award winning Multidisciplinary Creative Tech Artist, whose practice encompasses Queer theory in a Meta-analytical Afrofuturistic convergence of tech, mindfulness, sound, & Noetic sciences.

nico taylor

a writer, scholar, digital and performance artist who uses feminism and critical race theory to dissect constructions surrounding race and representation.

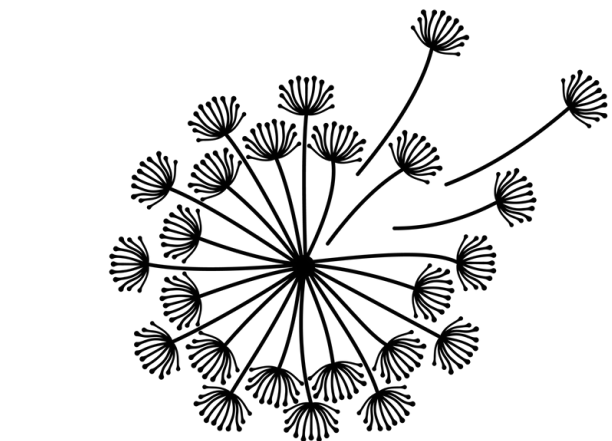
PREVIOUS PARTNERSHIPS



Government of Canada / Gouvernement du Canada



WATERFRONT Toronto



THE AUNTIES DANDELION
#listentoyouraunties

The page features abstract, colorful splashes in the top-left and bottom-right corners. The top-left splash consists of vibrant blue, purple, and pink hues with small yellow and white speckles. The bottom-right splash is similar, with pink, purple, and blue tones and yellow speckles. The central text is in a large, bold, black sans-serif font.

Snapshot of Projects

Love Letters



2021-2022

A 150-Foot Construction Hoarding installation at Queens Quay & York St. inspired by African textiles and using augmented reality (AR). Included audio and written love letters from the Toronto public.

Artists

Queen Kukoyi, Nico Taylor

Curtia Wright, Never Gallery Ready

- 273 -

Organizations



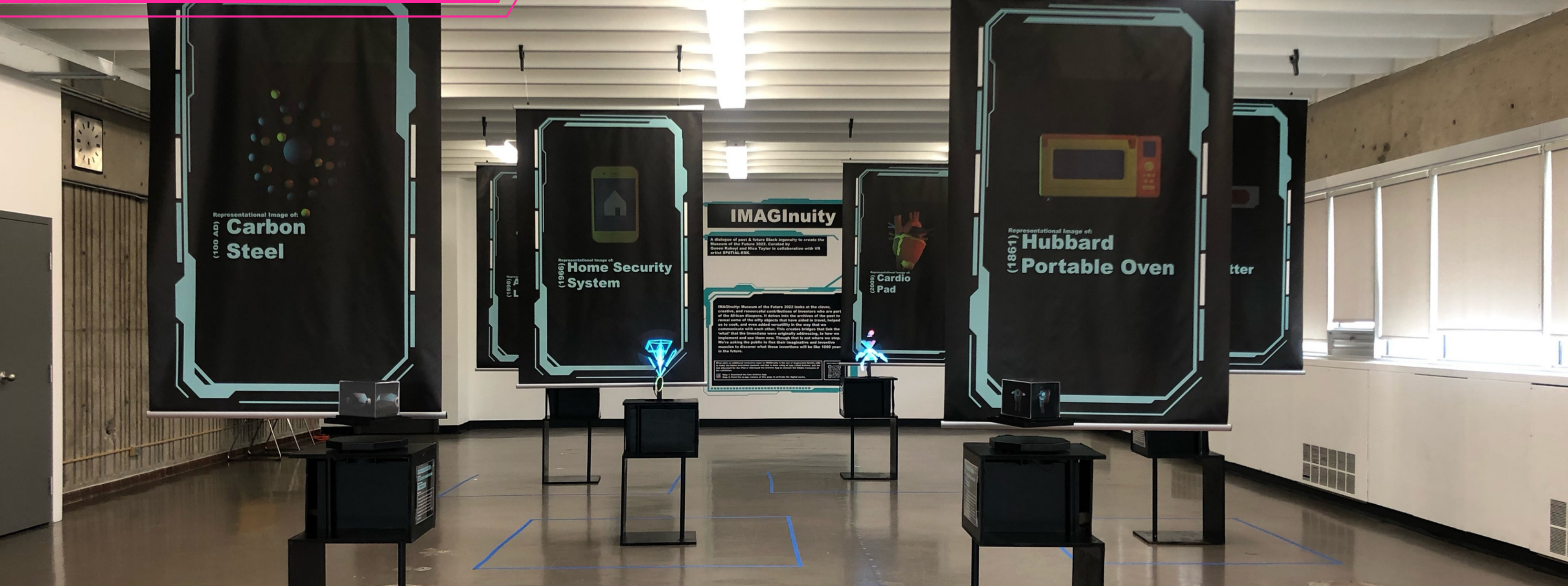


Video of the entire Love Letters Project



Video of the Augmented Reality on the "E"

IMAGInuity



2022

A physical exhibit and virtual experience featuring a dialogue of past and future Black ingenuity comprised of an inventors showcase, visioning sessions with the public, and the Museum of the Future 3022.

Artists

Queen Kukoyi, Nico Taylor

SPATIAL-ESK

- 275 -

Organizations



ONTARIO ARTS COUNCIL
CONSEIL DES ARTS DE L'ONTARIO
an Ontario government agency
un organisme du gouvernement de l'Ontario



Canada Lands Company
Société immobilière du Canada



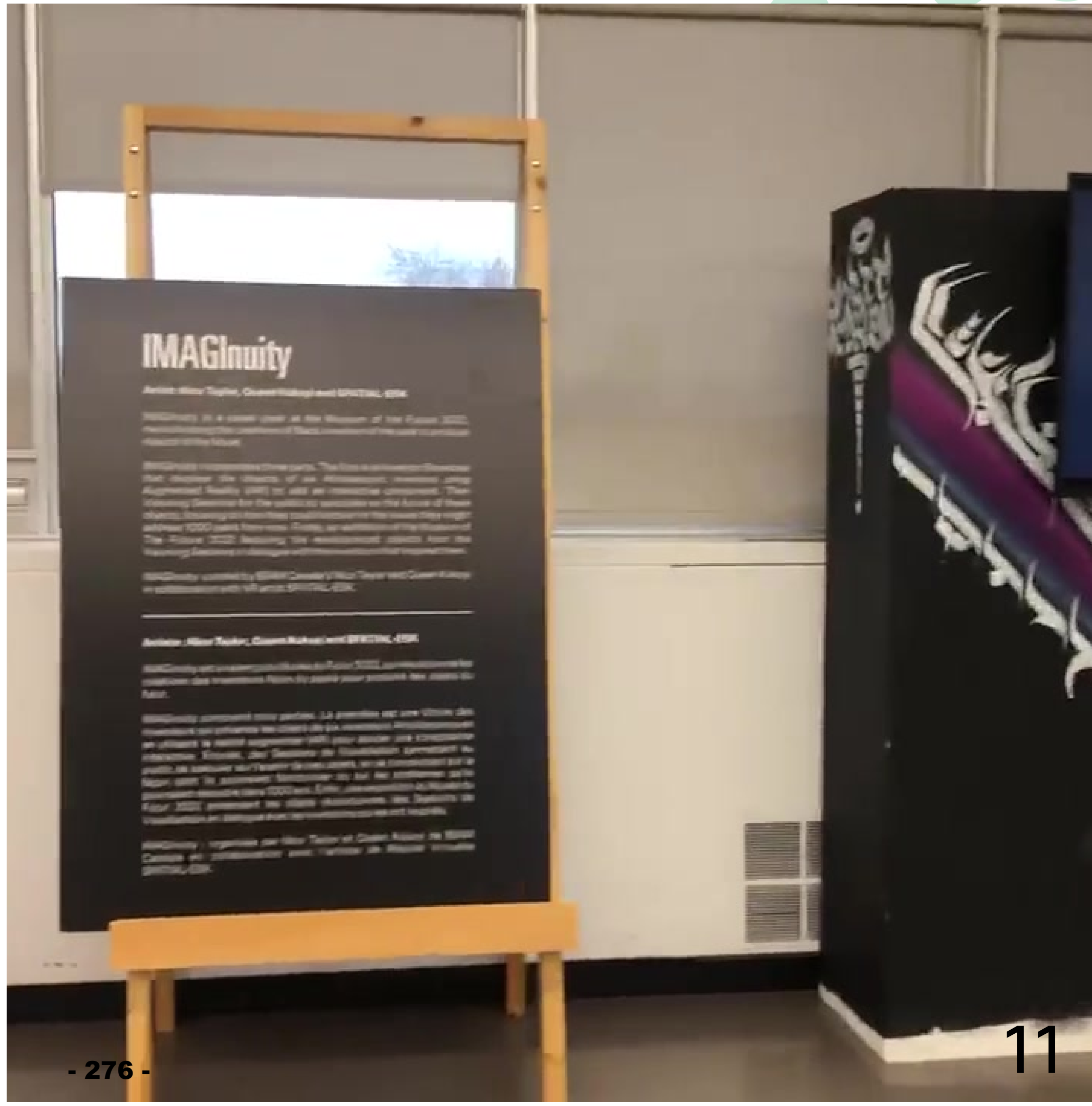
Centr
for th
Arts

10



VIDEO EXPLANATION

Walkthrough of the exhibit that featured: 6 inventions from Afrodiasporic inventors from Canada, America and the African continent; 6 imagined inventions based upon what may come to be 1000 years in the future that came out of the visioning sessions with the public. Exhibit featured levitating devices and hologram fans.



BEYOND THE SOIL



2023

A Black futurist exhibit exploring African diasporic quilting practices using digital design, 3D printing and augmented reality (AR).

Artists

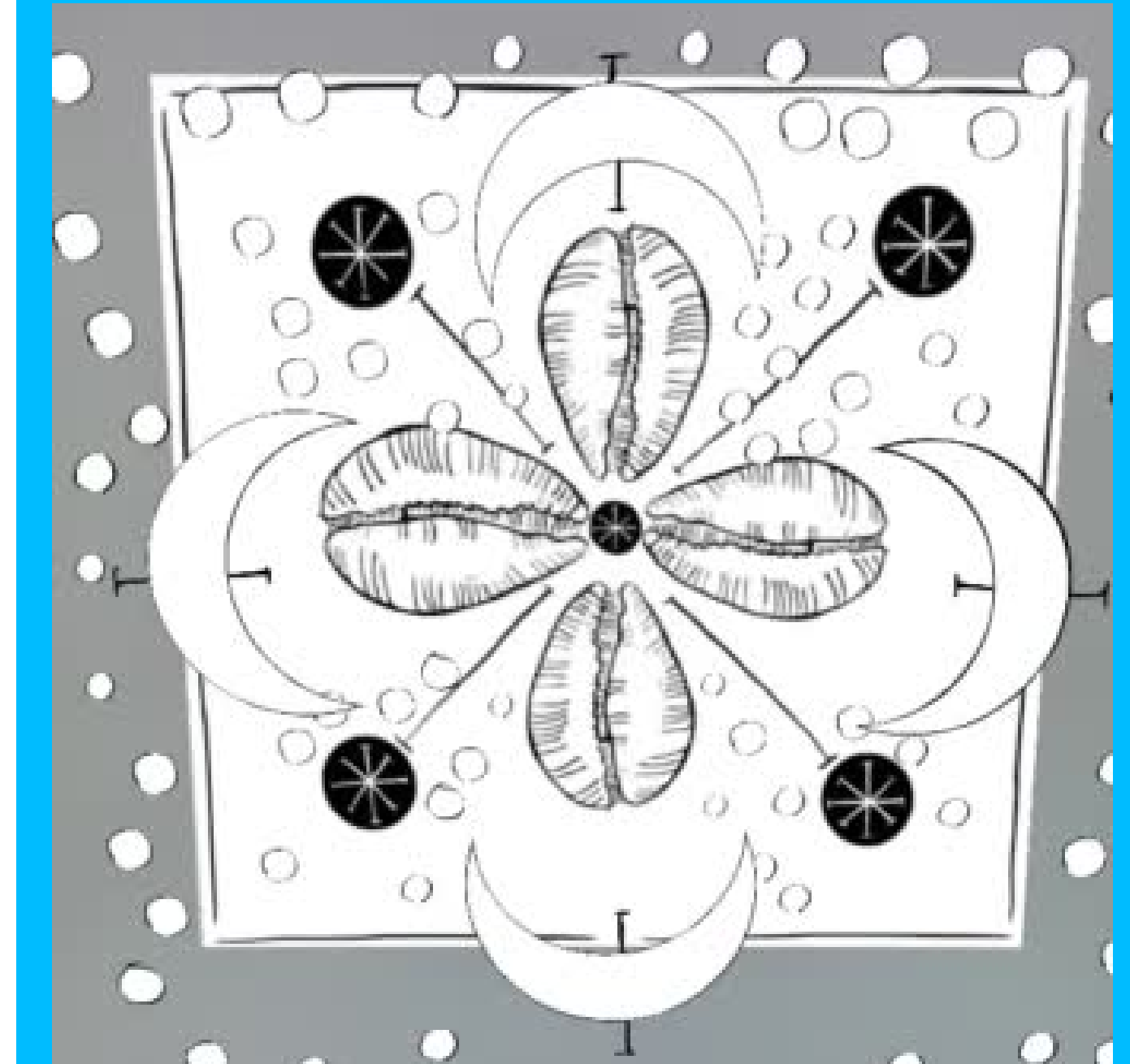
Queen Kukoyi, Nico Taylor, Schetauna Powell, Mark Francis, Neekta Torabian, Afi Browne, Gerda Creates, Levyi-Alexander J. Love, Meighan Morson, plus [more!](#)

Organizations





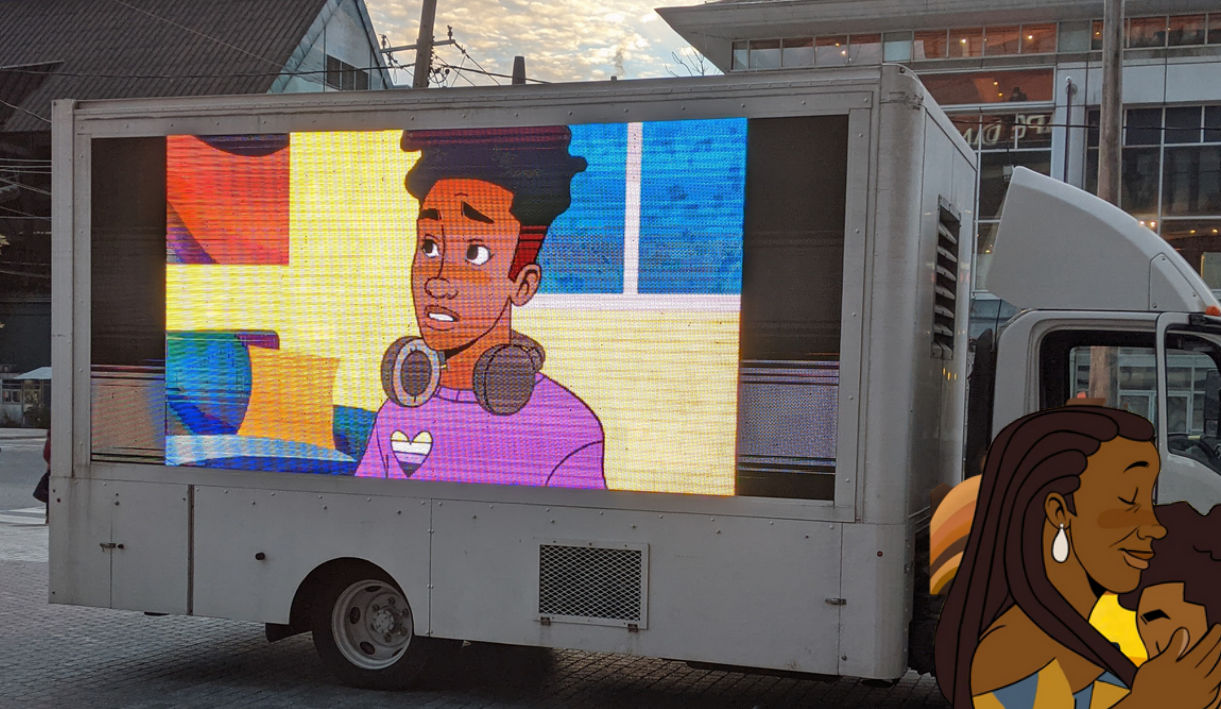
Prototype of 3D-printed quilt patches.



Video of the augmented reality on Myrtle Sodhi Henry's quilt pattern design.



A Glimpse of Programs and Events



Short films like Rahyne (2021) - on video truck



Youth and Adult wellness workshops like our Earthseeds Kemetic Yoga Series.



Creative technology talks like the panel we hosted and exhibit for the Rendrd x Meta "Entropy In Protopia" event on Afrofuturism.



Emerging media technologies like virtual and augmented reality (VR/AR) are opening countless new doors for the next generation of creators, but it's important that these immersive technologies are built inclusively from the start.

Last week, we partnered with [RENDRD](#) Foundation and [Artscape Daniels Launchpad](#) to host a special event in Toronto exploring how Canadian creators are using emerging technologies to express themselves and showcase their culture in new ways, while working to break down the barriers of entry that often prevent underrepresented communities from establishing their presence in these spaces.

Thank you to all the speakers and artists who joined us to share their work and how they're building towards an inclusive metaverse: [Will Selviz](#), [OddSide Arts](#), [Twenty2b](#), [4Korners](#), Trevor Twells, Ibraheem Balogun & Trish Kanana

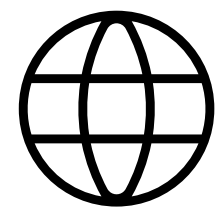
Photo Credit: [Garcia Creative Media](#)



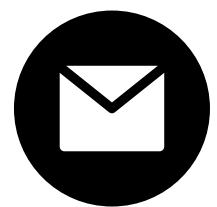
Cultural, contemporary and futuristic youth STEAM program & Exhibition (AR)



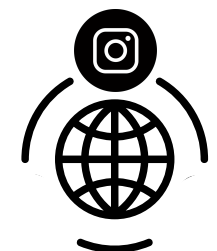
How to Find Us



VISIT US: WWW.ODDSIDEARTS.CA



EMAIL US: INFO@ODDSIDEARTS.CA



FIND US: [@ODDSIDEARTS](https://www.instagram.com/ODDSIDEARTS)



Letter of Understanding

Public Artwork Agreement

This agreement made the Day/Month/Year

BETWEEN: Oddside Arts
 (hereinafter called "the Artist")
 AND
 THE CORPORATION OF THE CITY OF PICKERING
 (hereinafter called "the City")

1. Introduction

This Letter of Understanding pertains to the artwork creation and installation of the artwork for the Log Barn Permanent Exhibit at Pickering Museum Village for the City of Pickering. This document defines the relationship and responsibilities between the City and the Artist. The final artwork is to be unveiled March, 2024.

This Letter of Understanding conforms to the City of Pickering Public Art Policy (CUL 010) and the City of Pickering Standard Quotation Terms & Conditions.

2. Background

The Log Barn Permanent Exhibit at Pickering Museum Village project is operated and administered by the City.

The City issued a Direct Invitation to Oddside Arts, with respect to the Log Barn Permanent Exhibit at Pickering Museum Village project. Oddside Arts submitted a proposal and quote on March 14, 2022, attached as schedule A to this Agreement.

The public art concepts were selected by a specially convened independent Public Art Jury, made up of visual arts professionals, community representatives, and City staff.

The Artist has been selected by the City to create, manufacture and install or deliver to the site, as required for the different components, the Artwork in accordance with the Conceptual Design, the Terms of Reference and the terms and conditions of this Agreement.

This public art piece will be featured as part of a new Log Barn Permanent Exhibit at Pickering Museum Village and is intended to reflect Pickering's history of the 1830's from the perspective of black residents and persons of colour through an digital installation.

3. Definitions

Artwork - The "Artwork" means the final piece of artwork developed from the design, model, and specifications provided by the Artist and approved by the City, which Artwork is more particularly specified in Schedule "A" attached hereto.

The Work - The "Work" means designing, producing and fabricating the Artwork as well as delivering and installing it at the Place of Installation.

Place of Installation - The "Place of Installation" is the interior of the Log Barn, located at Pickering Museum Village.

4. Artist Fee: Compensation and Payment Schedule

- a) The all-inclusive price to be paid by the City for the Artwork, completed and installed shall be \$38,000.00 CAD, inclusive of all applicable federal and provincial taxes including HST.
- b) Each stage of the payment shall be accompanied by a detailed summary of work completed by the Artist that including updated drawings and images that states that the Work has progressed and is proceeding according to schedule D and will be installed by the Delivery Date (as defined below).
- c) HST shall be enumerated as a separate item on each staged and scheduled payment pursuant to this Article.

Payment shall be structured in a payment schedule to the Artist as follows:

- i) \$15,000 at the end of Phase 2 which includes execution of the agreement by all parties, preliminary drawings of all components and connections and submission of an invoice from the Artist;
- ii) \$15,000 at the end of Phase 3 which includes final video and drawing files, on approval of the City and upon submission of an invoice; and
- iii) \$8,000 at the end of Phase 4 which includes installation of the artwork in the Log Barn and upon submission of an invoice.

The City agrees:

- a) to pay the Artist all funds due and as provided for herein.

5. Payments of Sub-Contractors

The Artist agrees:

- a) to ensure that payments will be made to all suppliers and subcontractors that may be engaged by the Artist in regard to the design, fabrication, storage, delivery and installation of the Artwork. At the City's request, the Artist shall provide evidence of such payment.

6. Performance

The Artist agrees:

- a) to provide all work and materials necessary to create the Artwork and to fulfill all its obligations as set out in this Agreement;
- b) that the materials, methods and processes used to produce the Artwork shall be of first class quality and expressive of the approved design; and
- c) to use first class skills, diligence and workmanship as are normally found in the artistic profession, and ensure that all materials incorporated into the Artwork are of the utmost quality and design.

7. Timelines and Completion of Deliverables

The Artist agrees:

- a) to complete the installation of the Artwork to the satisfaction of the City no later than February 15, 2024 (“the Delivery Date”) or such later date as may be agreed upon by the Artist and the City in writing. The installation will include a maintenance/conservation plan submitted by the Artist;
- b) during the design and production of the Artwork, to keep the City advised of the status of the production of the Artwork. If required by the City, the Artist shall allow representatives of the City to view the Artwork during its various stages of production or provide progress photographs;
- c) to submit a progress report and invoice, with supporting receipts and invoices from sub-contractors, in the form specified by the City, prior to each payment date set out in Schedule “B”.
- d) to provide a conservation and maintenance plan; and
- e) to provide to the City photographs of the Artwork during and after installation in accordance with Schedule “B”.

The City agrees:

- a) to ensure that should the Artist require direction in any regard to the design, fabrication or installation of the Artwork, the City shall provide such direction in a prompt and timely fashion.

8. Detailed Design

The Artist agrees:

- a) To evaluate all material and data relevant to the Artwork as provided by the City and shall facilitate production of the final design, working with the Cultural Services Unit and [other City departments and design team members, as needed] and, in order to finalize the detailed design and the exact location of the Artwork within the Installation Site, to the satisfaction of the City.

9. Specifications

The Artist agrees:

- a) to provide detailed drawings and specifications to the satisfaction of the City and shall advise the City, in writing, through the Curator, of all factors relating to the Artwork’s theme, budget, critical path, location, size, materials, structural, mechanical and technological requirements, installation methods, and future maintenance requirements, to be determined by the Artist in consultation with the Curator; and
- b) Substantive changes to the Artwork may be undertaken by the Artist only upon receipt of prior written authorization by the Division Head, Culture and Community Programming provided however, that the City’s objection to any feature of the Artwork which is reasonably attributable to the exercise of the Artist’s aesthetic judgement during the progress of the development of the Artwork shall not be considered a substantive change and shall not be a basis for withholding acceptance or payment for the Artwork.

10. Permits and Engineers Stamp

The Artist agrees:

- a) to obtain at the Artist's sole cost and expense, all permits necessary for the delivery and installation of the Artwork and prepare all materials, documents, reports, plans and drawings, required in order to obtain any Structural Engineers' stamps required in connection with the manufacture and installation of the Artwork at the Installation Site.

11. Delivery, Installation and Protective Measures

The Artist agrees:

- a) to be solely responsible for all costs and supervision of the actual fabrication, production and installation of the Artwork including the cost of any site preparations or safety precautions that are required for the installation of the Artwork in its final location unless otherwise specified by the City. If protection during installation is required, then the Artist is to provide it;
- b) to deliver the Artwork to the specific site as set out in Place of Installation, free from all defects and in compliance with the specifications as outlined in Schedule "B" attached hereto;
- c) The Artist shall coordinate the installation of the Artwork with the Curator and permit such inspections of the installation as the City may require. If any costs result from the Artist failing to coordinate the Artist's work with that of [City divisions and contractors], all such costs shall be borne by the Artist;
- d) upon installation of the Artwork, to clean the Artwork to ensure that all dirt, imperfections and extraneous materials are removed from the Artwork; and
- e) that installation shall have been deemed to be complete when acceptance by the City or by its designated agent.

The City agrees:

- a) to provide, at its expense, a permanent marker in keeping with the quality and type of the Artwork which will identify the name of the Artist, the name of the Artwork and the year of the Artwork.

12. Damage to Artwork and Artist's Property

The Artist agrees:

- a) that in the event of physical loss or damage to the Artwork prior to completion of installation and acceptance of the Artwork by the City, the Artist shall immediately take all necessary steps to rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as is reasonably possible at no additional expense to the City. Where necessary, the Artist may collect insurance proceeds before rectifying the loss or damage and shall rectify the loss or damage as soon as is reasonably possible after receipt of said funds; and
- b) to be responsible for any loss or damage whatsoever to any of the Artist's materials, goods, equipment or supplies and will maintain all-risk coverage as required by this Agreement and as any prudent owner of such materials, goods, supplies and equipment would maintain. The Artist shall have no claim against the City or the City's insurers for any damage or loss to the

Artist's property and shall require his insurers to waive any right of subrogation against the City.

The City agrees:

- a) that following acceptance of the Artwork, the City will use its best efforts to maintain and repair any damage done to the Artwork by vandalism or other means substantially in accordance with the conservation and maintenance plan to be provided by the Artist. The City will make reasonable efforts to inform the Artist of such damage and to offer the Artist the opportunity to consult with the City on the proposed repairs.

13. Warranty, Repair and Maintenance

The Artist agrees:

- a) that upon receipt of the Artwork, should the City find any deficiencies in the Artwork, it will advise the Artist in writing and the Artist must rectify such deficiency within ten (10) days of receipt of such notice. Should it not be possible to complete rectifying the deficiencies within ten (10) days, the Artist shall provide a Schedule to the City that is acceptable to the City indicating when completion will occur;
- b) in the event that the Artwork shall require repairs subsequent to the date of completion arising from normal weathering and "wear and tear"; then in such event the City shall advise the Artist in writing as to the nature of such repair and offer the Artist first right of refusal to carry out such repair within times and consideration as mutually agreed upon by the City and the Artist. Should the Artist fail to advise the City within thirty (30) days of receipt by the Artist of the written offer, or should the Artist and the City fail to agree on times and consideration, then in any such event the City, or a third party hired by the City, shall be at liberty to carry out any and all repairs. In determining the time and consideration for such repairs, both parties agree to act reasonably; and
- c) notwithstanding the foregoing and with the exclusion of the maintenance criteria set out in the conservation and maintenance plan submitted by the Artist, during the first three (3) years after installation and acceptance by the City, the Artist agrees to repair any defects or deficiencies (normal weathering and "wear and tear" excepted) in the Artwork without any charge to the City.

The City agrees:

- a) to keep the Artwork in a clean condition, free of debris or banners or signage which defaces the Artwork, all to the level which the City considers to be appropriate and in accordance with the conservation and maintenance plan to be approved by the City and that will be provided by the Artist.

14. Removal and Relocation of Artwork

The City agrees:

- a) to endeavor to exhibit the Artwork in the original location and in its original and complete format subject to the City's right to decommission or remove the Artwork or a particular piece thereof for reasons which may include, but are not limited to, the structural integrity of the Artwork, expiry of the expected lifespan of the Artwork, extensive or irreparable damage or vandalism or by reason of the necessity to accommodate the effective operation of the Log Barn; and
- b) to consult, where possible, on the restoration or removal of public art, but shall retain the right to restore, relocate, or archive a work of public art without the artist's and/or donor's consent.

15. Insurance

The Artist agrees:

- a) that upon request by the City, the Artist shall take out and keep in force a policy of liability insurance in the amount of \$2,000,000 inclusive each occurrence (or such larger amount as may be required), and not less than two million (\$2,000,000.00) automotive liability insurance coverage. Certificate(s) of insurance shall be provided upon request by the City.
 - i. The policy shall include The Corporation of the City of Pickering, as additional named insured without subrogation in respect of all operations performed by or on behalf of the Company, a certificate of insurance shall be completed by the Company's agent, broker or insurer.
 - ii. The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the City.
 - iii. If the City is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the City may arrange a public liability policy insuring the City in the amount of \$2,000,000.00 and an automotive liability policy insuring the City in the amount of two million (\$2,000,000) at the expense of the Company, which may be recovered from amounts owed to the Company or from any form of security still in the City's possession.

16. Indemnification

The Artist agrees:

- a) to indemnify and hold harmless the City, its Mayor and Councillors, employees and agents for any and all losses, claims, demands, suits, actions, judgments, or costs which may arise from any physical deficiencies or deformities or structural failures of the Work which render the Artwork inconsistent with the approved design. The Artist agrees that this indemnity shall survive the period of time required to fulfill this contract and extend to the useful life of the Artwork and shall be binding upon the Artists' personal representatives, administrators, executors and assigns;
- b) to indemnify the City, its Mayor and Councillors, employees and agents from and against all liens, all builders liens, claims, actions, costs and damages which may arise during installation of the Work on the Place of Installation. No finding of negligence, whether joint or several, as against the City in favour of any third party shall operate to relieve or shall be deemed to

relieve the Artist in any manner from any liability to the City, whether such liability arises under this Agreement or otherwise; and

- c) to warrant that the Artwork is original to the Artist and does not violate any copyright of any other person. The Artist shall indemnify and hold harmless the City, its Mayor and Councillors, employees and agents for any and all losses, claims, demands, suits, actions, judgements or costs that may arise from the allegation that the Artwork is not original to the Artist.

17. Occupational Health and Safety Act

The Artist agrees:

- a) to conform to and enforce strict compliance with the requirements of the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA");
- b) that nothing in this Agreement shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Artist either instead of or jointly with the Artist; and
- c) that it will ensure that all subcontractors engaged by it are qualified to perform the services and that the employees of the Artist and of all subcontractors are trained in the health and safety hazards expected to be encountered in the Services.

18. Workplace Safety & Insurance

The Artist agrees:

- a) that all of the Company's personnel must be covered by the Workplace Safety & Insurance Board at the Company's expense. The Company shall provide the City with a Clearance Certificate from the Workplace Safety & Insurance Board prior to the commencement of work, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board;
- b) to provide the City with a Clearance Certificate prior to final payment certifying all payments by the Company to the Board in conjunction with the subject Contract have been made and that the City will not be liable to the Board for future payments in connection with the Company's completion of the project; and
- c) that a Company deemed to be an Independent Operator by the Workplace Safety & Insurance Board will provide a copy of such letter to the City containing the Independent Operator identification number issued by the Board. An Independent Operator must be covered by WSIB optional insurance and provide proof of this coverage upon request.

19. Delays

The Artist and the City agree that:

- a) neither party shall be responsible for any failure to comply with or for any delay in performance of the terms of this Agreement including but not limited to delays in delivery, where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the control of the party sought to be charged. These events shall include, but not be limited to fire,

earthquake, accident, civil disturbances, war, rationing, allocation of embargoes, strikes or labour problems or delays in transportation, inability to secure necessary materials, parts or components, delay or failure of performance of any supplier or subcontractor, acts of Nature or acts of Government.

20. Early Termination

The Artist and the City agree that:

- a) notwithstanding any other provision of this Agreement, the City may, at any time and without cause, prior to completion of the Artwork, terminate this Agreement by providing sixty (60) days' notice in writing to the Artist. In the event of such termination, the City shall not incur any liability to the Artist other than work completed to the date of termination in accordance with the payment schedule and reimburse the Artist for the demonstrable, reasonable actual costs to the Artist incurred in connection with the Artwork, to the date of termination, as well as any demonstrable, reasonable outstanding liability owed by the Artist to the Artist's contractors, subcontractors, or employees incurred in connection with such termination;
- b) failure of the Artist to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Artist if a breach which is remediable is not rectified by the Artist to the City's satisfaction and within the timeframe set out in the City's notice of breach. In the event of such termination, the City shall not incur any liability to the Artist other than work completed to the date of termination in accordance with the payment schedule and reimburse the Artist for the demonstrable, reasonable actual costs to the Artist incurred in connection with the Artwork, to the date of termination, as well as any demonstrable, reasonable outstanding liability owed by the Artist to the Artist's contractors, subcontractors, or employees incurred in connection with such termination;
- c) all rights and remedies of the City for any breach of the Artist's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law;
- d) no delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy; and
- e) upon termination, all work and material of the Artist pertaining to the Artwork shall be delivered to or retained by the City at no further cost or liability to the City.

21. Ownership

The Artist and the City agree:

- a) ownership of the Artwork, the model/maquette and all documentation supplied to the City in connection with the Artwork, will vest in the City upon final payment for same.

22. Copyright

The Artist and the City agree that:

- a) copyright in the Artwork shall remain with the Artist.

The Artist agrees:

- a) to hereby grant the sole, perpetual and royalty free license to exhibit the Artwork in public and to use photographs, drawings, film, video, and other mechanical reproductions of the Artwork throughout the world to the City for publicity purposes only.
- b) to authorize the City to use the Artist's name in connection with the Artwork and in the promotion and advertising of the City.
- c) not to replicate the Artwork for any other client or purchaser.
- d) to use best efforts to give credit to the City as the owner of the Artwork.

The City agrees:

- a) to use its best efforts to have the Artist's name associated with the Artwork in photographs, drawings or other reproductions of the Artwork except where the Artwork is not the primary subject of the said reproduction.

23. Death or Incapacity of Artist

The Artist and the City agree that:

- a) in the event of a death or incapacity of the Artist before the complete installation of the Artwork, the City shall be vested with title to the unfinished Artwork upon paying the Artist, their personal representatives, administrators, executors or executrix a sum in the direct proportion of the percent of the Artwork completed to that date as determined by the City and shall be permitted to complete the Artwork in a manner generally consistent with the original design of the Artist.

24. Mediation

The Artist and the City agree:

- a) that all disputes pertaining to the interpretation or implementation of this Agreement shall be resolved first by good faith negotiation between the parties. In the event that a dispute cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediation" of the ADR Institute of Ontario. In the event that the mediation does not result in a settlement of the dispute, any unresolved issues may be taken to any other appropriate dispute resolution process agreed to by the parties, including arbitration or an appropriate court process. Should arbitration be chosen, it will be conducted in accordance with the "Rules of Procedures for the Conduct of Arbitration" of the ADR Institute of Ontario pursuant to the Arbitrations Act; and
- b) any claim or action brought pursuant to this Agreement shall only be brought in the courts of the Province of Ontario.

Letter of Understanding

Public Artwork Agreement

This Agreement forms the entire agreement between parties and no other representations either oral or written shall form part of this Agreement.

The rights and remedies of the City under this Agreement are cumulative and in addition to any rights and remedies provided by law or equity.

To the City at:

The City of Pickering

One the Esplanade

Pickering, Ontario

The City's Representative for the purpose of this Agreement will be

Laura Gibbs

lgibbs@pickering.ca

To the Artists at:

Queen Kukoyi and Nico Taylor

info@oddsidearts.ca

<https://oddsidearts.ca>

Or to such other address or person as the parties may designate to each other in writing.

It is deemed that notice is received five (5) days after the mailing of any notice or upon delivery, if personally delivered.

IN WITNESS WHEREOF the parties hereto have had this Letter of Understanding executed.

Full name, artist

Date

Kevin Ashe, Mayor
City of Pickering

Date

Letter of Understanding

Public Artwork Agreement

Susan Cassel, City Clerk
City of Pickering

Date

GENERAL

Schedule A: The Artwork (Artist's Concept proposal document attached)

Schedule B: Fabrication Schedule

SCHEDULE B

Detailed Fabrication Schedule

WORK PLAN

The completion dates for each phase of the project as set out below shall be finalized upon final determination of the construction commencement date and prior to commencement of the Phase 2 services.

Phase 1 – June 4, 2023

- Agreement signed by all parties
- Proof of insurance and WSIB provided to the satisfaction of the City

Phase 2 - To be completed by August 19, 2023, to the satisfaction of the City

This phase will include the following Client approvals:

- Preliminary Drawings and Storyboard of all components and connections with one round of edits by the City.
- Client approval of Design drawings, including all components and connections.

Phase 3 - To be completed by October 30, 2023 to the satisfaction of the City

- Final Drawings and Storyboard of all components and connections with one round of edits by the City.
- Sign-off of final video and drawings for production
- Delivery of final product in raw files.

Phase 4 - Installation – February 15, 2024

- On-site installation of digital final product.
- Final sign off by Client on completed and delivered product.

From: Sarah Douglas-Murray
Director, Community Services

Subject: Request for Proposal for Municipal Facility Waste Collection Services
- File: A-1440-001

Recommendation:

1. That proposal for Request for Proposal No. RFP2023-1 submitted by Miller Waste Systems for Municipal Facility Waste Collection Services in the amount of \$374,779.60. (excluding HST) be accepted;
 2. That Council authorize the Director, Finance & Treasurer to finance Year 1 (2023) of the Municipal Facility Waste Collection Services in the amount of \$62,308.00 (net of HST rebate) from Property Taxes as approved in the 2023 Current Budget;
 3. That financing for 2024 to 2025 of the Proposal be provided in the annual Current Budgets, for a total amount of \$319,068.00 (net of HST rebate); and
 4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: On June 30, 2023 all solid waste previously collected at municipally operated facilities by Miller Waste Systems on behalf of the Region of Durham will cease. This waste collection service has previously been a grandfathered service that will become the responsibility of the City as of July 1, 2023.

Request for Proposal No. RFP2023-1 was issued on February 16, 2023 with a Submission Deadline of March 20, 2023. Three (3) companies submitted proposals. The Evaluation Committee, consisting of staff from the Community Services Department, reviewed and evaluated the proposals received using criteria outlined in the bid document,

It is the recommendation of the Evaluation Committee that Miller Waste Systems, as the top-ranked proponent, be awarded a three (3) year contract for the Municipal Facility Waste Collection Services, at a cost of \$374,779.60 (excluding HST).

The waste collection services that are required are solid waste collection and disposal, mixed recycling collection and diversion, card board collection and diversion, organics waste collection and diversion and street sweeping waste collection and disposal.

Financial Implications:

1. RFP Amount

RFP 2023-1	\$374,779.60
HST (13%)	<u>48,721.35</u>
Total Gross Tender Cost	<u>\$423,500.95</u>

2. Estimated Project Costing Summary

RFP 2023-1	\$374,780.00
Total Project Cost	\$374,780.00
HST (13%)	<u>48,721.00</u>
Total Gross Project Costs	<u>\$423,501.00</u>
HST Rebate (11.24%)	<u>(42,125.00)</u>
Total Net Project Costs	<u>\$381,376.00</u>

3. Breakdown of Costs by Budget Year

Total RFP Cost	2023 Current Budget	2024-2025 Current Budgets	Total
RFP 2023-1	\$62,308.00	\$319,068.00	\$381,376.00

Within the 2023 current budget a total of \$99,200.00 has been budgeted to manage the costs associated with waste collection and diversion. The budgeted funds are allocated between the Community Services Department, Operations Department and Fire services. The costs related to 2024 and 2025 will be included in the annual current budgets for the corresponding years.

Discussion: The City of Pickering is currently receiving contracted services under the Region of Durham’s collection services contract for Waste, Organics and Recycling to all of the City’s municipal facilities.

The Region of Durham has placed the City of Pickering on notice that these contracted waste collection services will cease on June 30, 2023 and that the collection of all waste produced within City owned facilities will become the responsibility of the City of Pickering as of July 1, 2023.

As such, Request for Proposal No. RFP2023-1 for Municipal Facility Waste Collection Services was issued on the City bids & tenders portal on February 16, 2023 to request proponents to submit proposals to manage waste collection, disposal and diversion at all municipal facilities. Each facility has a combination of solid waste products, mixed recycling products, cardboard

recycling and organic materials being produced that require proper disposal and diversion. The collection of each of the above mentioned waste products will be completed on a weekly basis with solid waste collection occurring bi-weekly at the larger facilities.

Proposals were evaluated and scored based on the proponent’s experience and qualifications, their understanding of deliverables, quality of their references and their pricing. Miller Waste Systems was the top-ranked Proponent, and is recommended for award.

Upon careful examination of all proposals and relevant documents received, the Evaluation Committee recommends acceptance of Proposal No. RFP2023-1 submitted by Miller Waste Systems in the amount of \$374,779.60 (excluding HST).

Attachment:

- 1. None

Prepared By:

Original Signed By

Kevin Hayes
Manager, Facilities Maintenance

Approved/Endorsed By:

Original Signed By

Sarah Douglas-Murray
Director, Community Services

SDM:kh

Recommended for the consideration
of Pickering City Council

Original Signed By

Marisa Carpino, M.A.
Chief Administrative Officer

From: Stan Karwowski
Director, Finance & Treasurer

Subject: 2022 Year End Audit (Interim)
File: F-3300-001

Recommendation:

1. That the Audit Service Plan as submitted by Deloitte LLP, set out in Attachment 1 to this report, be received for information.
2. That the Chief Administrative Officer and the Director, Finance & Treasurer be authorized to sign the Master Services Agreement, set out in Attachment 2 to this report, on behalf of the City.

Executive Summary: In accordance with generally accepted auditing standards, the Audit Service Plan is prepared to communicate the auditor's approach and reporting responsibilities to the Executive Committee, who has oversight responsibility for the financial reporting process. This plan is submitted at the commencement of the year end audit.

Financial Implications: The base audit fee for City and Library is estimated at \$91,100. Sufficient provision was available in the 2022 Budget.

Discussion: In the Committee's role as the body responsible for oversight of the financial reporting process, it must review the Audit Service Plan for the 2022 year end audit. The Audit Service Plan includes the scope of the audit services to be provided, the auditor's reporting responsibilities and an outline of the audit approach. It is included as Attachment 1 to this report.

At the Council meeting of March 27, 2023, Resolution #119/23, reappointed Deloitte LLP as the City's external auditors for a period of three years from and including the audits for 2022 to 2024. Deloitte LLP requires a Master Services Agreement (MSA) to be executed at the start of the audit which summarizes the services they will provide, their responsibilities, management's responsibilities, and the estimate of the audit fees. The MSA is included as Attachment 2 to this report.

Attachment:

1. 2022 Audit Service Plan
 2. Master Services Agreement
-

Prepared By:

Approved/Endorsed By:

Original Signed By:

Original Signed By:

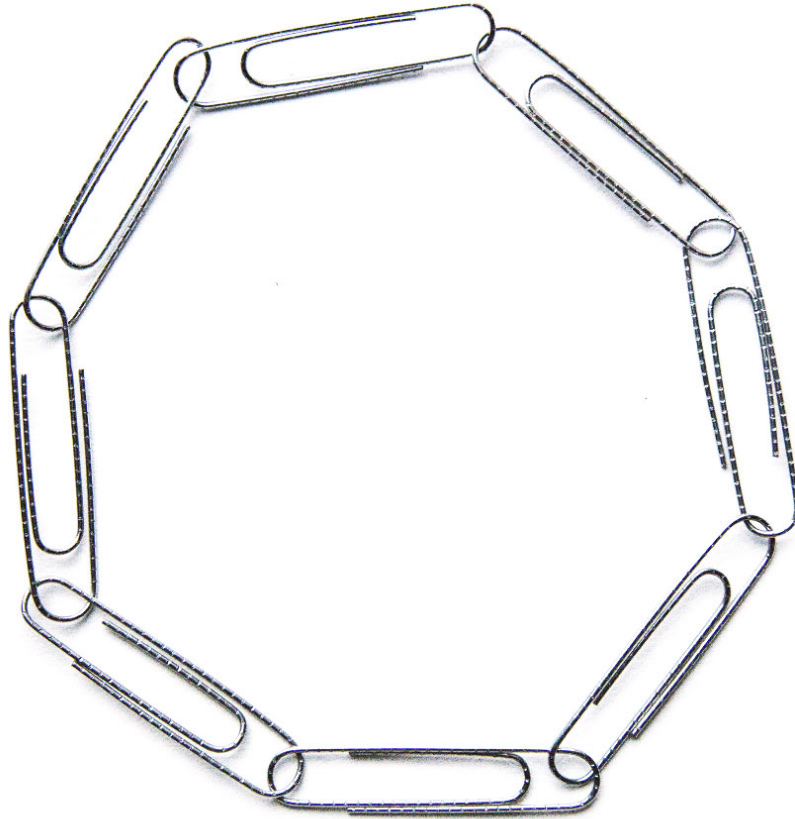
Kristine Senior, CPA, CA
Manager, Accounting Services

Stan Karwowski, MBA, CPA, CMA
Director, Finance & Treasurer

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer



The Corporation of the City of Pickering
2022 Audit service plan

For the year ended December 31, 2022

April 13, 2023

Private and confidential

To the Members of the
Executive Committee of
The Corporation of the City of Pickering
1 The Esplanade
Pickering ON L1V 6K7

2022 Audit service plan

Dear Executive Committee Members:

We are pleased to provide you with our audit service plan for The Corporation of the City of Pickering (the "City"), for the year ended December 31, 2022. This document describes the key features of our plan including our audit scope and approach, our planned communications with you, and our team.

Our audits will include:

- An audit of the City of Pickering's consolidated financial statements (the "Financial Statements") for the year ended December 31, 2022 prepared in accordance with Canadian Public Sector Accounting Standards ("PSAS")
- An audit of the City of Pickering Public Library Board's financial statements for the year ended December 31, 2022 prepared in accordance with Canadian PSAS, and
- An audit of the Trust Funds of the City of Pickering's financial statements for the year ended December 31, 2022 prepared in accordance with Canadian Accounting Standards for Not-for-Profit Organizations.

Our commitment to you is straightforward: we will provide you with outstanding professional services delivered by an experienced and dedicated team of professionals. Our professionals will continue providing you with best practices and insights to face the increasingly complex array of issues and challenges encountered by the City.

This report has been provided to the Executive Committee (the "Committee") on a confidential basis. It is intended solely for the use of the Committee to assist you in discharging your responsibilities with respect to the various financial statement audits enumerated above and is not intended for any other purpose.

We look forward to discussing our audit service plan with you and answering any questions you may have.

Yours truly,



Chartered Professional Accountants
Licensed Public Accountants

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Executive summary

Audit scope and terms of engagement

We have been engaged to perform an audit of the City, Library and Trust Funds’ Financial Statements, as at, and for the year ended, December 31, 2022 (the “Financial Statements”) prepared in accordance with Canadian Public Sector Accounting Standards (“PSAS”) for the City and the Library Board, and Canadian Accounting Standards for Not-For-Profit Organizations for the Trust Funds. Our audit will be conducted in accordance with Canadian generally accepted auditing standards (“Canadian GAAS”).

The terms and conditions of our engagement are described in the Master Services Agreement for Professional Services dated April 16, 2023, which is to be signed on behalf of the Committee and management.

Audit risks

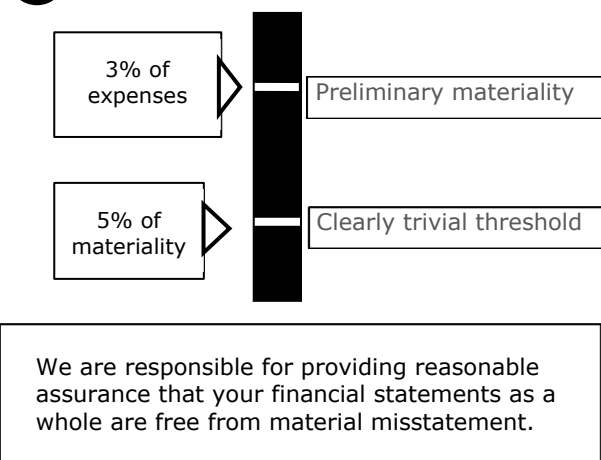
- 1 Revenue recognition

- 2 Management override of controls

- 3 Management judgments and accounting estimates

- 4 Implementation of PS 3280 Asset Retirement Obligations and PS 3450 Financial instruments accounting standards

Materiality (for consolidated City audit)



Our materiality levels are based on professional judgment and will be determined using total expenses or fund balances as a reference point for the ultimate determination of materiality as follows:

- Consolidated financial statements for the City – approximately 3% of expenses
- City of Pickering Public Library Board – approximately 3% of expenses, and
- City of Pickering Trust Funds – approximately 3% of fund balances

We will inform the Executive Committee of all uncorrected misstatements greater than a clearly trivial amount (5% of materiality) and any misstatements that are, in our judgment, qualitatively material. In accordance with Canadian GAAS, we will ask that any misstatements be corrected.



Fraud risk

We will develop our audit strategy to address the assessed risks of material misstatement due to fraud.

Determining this strategy will involve:

1. Enquiry of those involved in the financial reporting process about inappropriate or unusual activity.
2. Testing a sample of journal entries throughout the period as well as adjustments made at the end of the reporting period.
3. Identifying and obtaining an understanding of the business rationale for significant or unusual transactions that are outside the normal course of business.
4. Evaluating whether your accounting policies may be indicative of fraudulent financial reporting resulting from management's effort to manage earnings.
5. Evaluating whether the judgements and decisions related to management estimates indicate a possible bias.
6. Incorporating an element of unpredictability in selecting our audit procedures.

We will ask the Committee for their views about the risk of fraud, whether they know of any actual or suspected fraud affecting the City and their role in the oversight of management's antifraud programs.

If we suspect fraud involving management, we will immediately inform the Committee of our suspicions and discuss the nature, timing, and extent of audit procedures necessary to complete the audit.

Use of the work of specialists

We intend to rely on the work of the following expert during our audit:

- Deloitte Risk Advisory

We intend to use our own IT specialists to assess the design and implementation of general computer controls.

If our assessment does not provide us with sufficient, appropriate audit evidence, we will need to perform additional audit procedures to address the risks of material misstatements in the Financial Statements.

Audit risks

The following tables set out the audit risks that we identified during our preliminary planning activities, including our proposed response to each risk. Our planned audit response is based on our assessment of the likelihood of a risk’s occurrence, the significance should a misstatement occur, our determination of materiality and our prior knowledge of the City.

Revenue recognition*

Significant Audit risk	Our proposed audit response
<p>Under Canadian GAAS, we are required to evaluate the risk of fraud in revenue recognition.</p> <p>For municipalities, there is a risk around the occurrence, completeness and accuracy of revenue, deferred revenue, and classification of recognition related to government transfer/grants.</p>	<ul style="list-style-type: none"> • Certain revenue streams are presumed areas of significant audit risk. We will test the design and implementation of controls in significant revenue streams, and perform substantive analytic procedures and/or detailed testing in these areas (including testing of manual journal entries). • We will perform substantive testing to determine if restricted contributions (i.e. development charges), and government transfers/grants have been recognized appropriately (revenue vs. deferred revenue).

Management override of controls*

Significant Audit risk	Our proposed audit response
<p>Under Canadian Auditing Standards, it is the responsibility of the management, with the oversight of those charged with governance to place a strong emphasis on fraud prevention and detection. Oversight by those charged with governance includes considering the potential for override of controls or other inappropriate influence over the financial reporting process.</p> <p>Management override of controls is present in all entities. It is a risk of material misstatement resulting from fraud and therefore is considered as a significant risk.</p>	<ul style="list-style-type: none"> • Our audit tests the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of financial statements • We obtain an understanding of the business rationale for significant transactions that we become aware of that are outside of the normal course of business, or that otherwise appear to be unusual given our understanding of the City and its environment • We review accounting estimates for bias and evaluate whether the circumstances producing the bias, if any, represent a risk of material misstatement • In addition, experienced Deloitte personnel are assigned to the testing and review of journal entries and areas of estimates, and • Professional skepticism will be maintained throughout the audit.

*Area of Significant risk

Areas of Special Audit Consideration

During our risk assessment, we identified some areas of audit risk that will require special audit consideration. These areas of risk, together with our planned responses, are described below:

Management judgments and accounting estimates

Audit risk

Management judgments and accounting estimates may be subject to estimation uncertainty.

Significant judgements and estimates

Accounts involving significant estimates include allowance for doubtful accounts, certain accrued liabilities, post-employment benefits liability, WSIB liabilities, estimates relating to the useful lives of tangible capital assets, and estimates relating to asset retirement obligations.

Our proposed audit response

- Understand how management makes the accounting estimates and the underlying data on which those estimates are based.
 - Review support for significant assumptions made by management. (i.e., third party source data).
 - Evaluate whether the significant assumptions made by management provide a reasonable basis for the accounting estimate, whether and how management considered alternative assumptions or outcomes, and why they have rejected them.
 - Review transactions and events occurring subsequent to year-end to determine the reasonableness of estimates made at year-end.
 - Review the consistency of assumptions made by management.
-

Implementation of PS 3280 Asset Retirement Obligations and PS 3450 Financial instruments accounting standards

Audit risk

In fiscal 2023, two new significant accounting standards, PS 3280 Asset retirement obligations, and PS 3450 Financial instruments, will come in effect. Both standards will require early preparation by the City, including development of accounting policies, information gathering with various City departments, engagement of external consultants to assist with valuation, and development of go-forward processes for policy maintenance.

Our proposed audit response

We will discuss with management their implementation plan for the new standards. Obtain an understanding from management of the approach to ARO identification, including procedures undertaken to ensure completeness of identification of such obligations. Obtain management's calculation of ARO and opening balance adjustment, and any assumptions and estimates used. Perform detailed testing on the inputs to the calculation, including assessing the reasonableness of assumptions and recalculation of the ARO liability, amortization and accretion expense. Review management's assessment of the applicability of PS 3450.

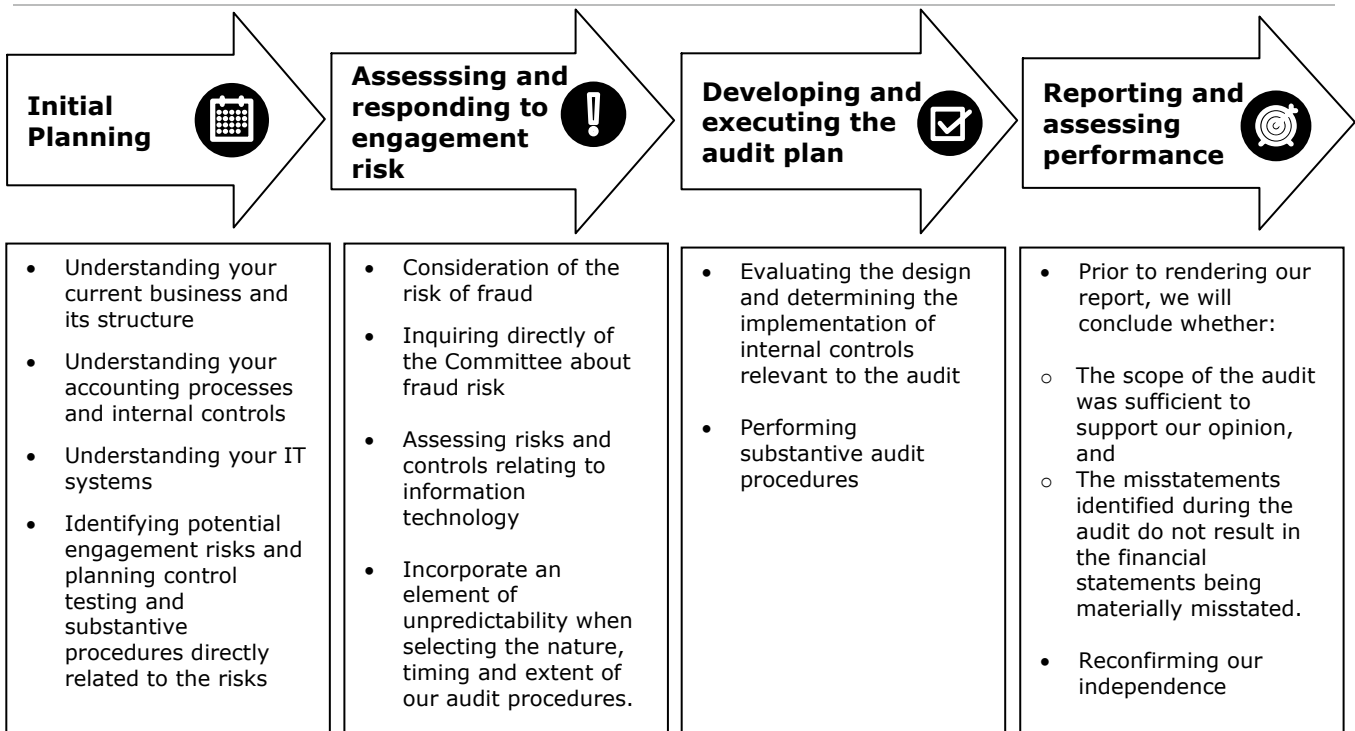
Appendix 1 – Audit approach

Deloitte’s audit approach is a systematic methodology that enables us to tailor our audit scope and plan to address the unique issues facing the City.



Delivering professional excellence

Focus area	
Risk based audit	<ul style="list-style-type: none"> Deliver a customized risk assessment, focusing our attention and resources on the audit areas that are most relevant to the City.
Confidential Information	<ul style="list-style-type: none"> Protecting the privacy and confidentiality of our clients and the firm is a cornerstone of the professional standards every Deloitte partner and practitioner commits to upholding every day. Deloitte employs technical, physical, and procedural safeguards, including our Confidential Information Program, to appropriately safeguard your data before, during, and after the course of the engagement.
Professional skepticism	<ul style="list-style-type: none"> Obtain a thorough understanding of the relevant facts and information, analyze reasonable alternatives, apply a questioning mindset and challenge management’s assumptions. Perform a more rigorous review of potential contradictory evidence.
Consultations	<ul style="list-style-type: none"> Involve additional resource or consult with technical resources concerning the significant or unusual events.



When general IT controls (GITCs) may be relevant?

Factor #1 Data

For example:
 A billing system that performs many functions (such as processing orders, generating invoices, and tracking financial balances) and it processes and houses data. The entity relies on the functionality and the data processed by the system. Additionally, the volume and complexity of transactions processed by system is considered high. Therefore, the billing system is relevant to the audit.

Factor #3: System Generated Reports

For example, a system-generated A/R aging report from the financial reporting application is used to determine the allowance for doubtful accounts.



Factor #2 Automated Controls

For example:

- 3-way match of the purchase order, goods receipt and invoice prior to payment
- The calculation of depreciation expense
- Access is restricted to update inventory quantity

Factor #4: Highly automated environment where substantive procedures alone are insufficient

For example, a telecommunications company uses its application system to create a log of the services provided to its customers, to initiate and process its billings for the services, and to automatically record such amounts in the general ledger. It is a highly automated environment and therefore most of the audit evidence is maintained in the application system itself. The team has concluded that substantive procedures alone would not be sufficient to address certain risks of material misstatements. Therefore, the application system is relevant for the audit.

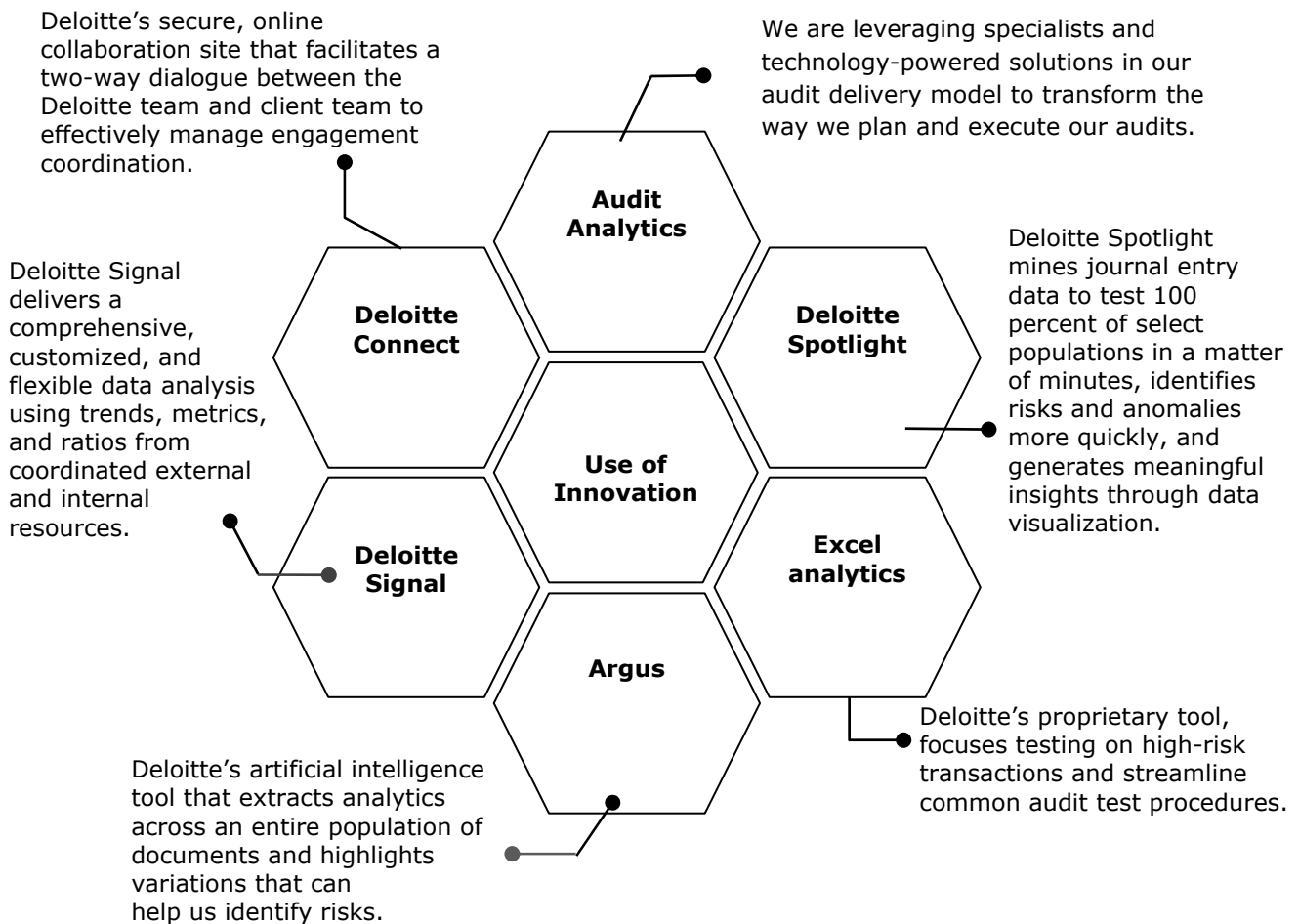


Innovating our audit approach

Focus area

Audit technology

- Deloitte Connect – Use Deloitte’s secure, online collaboration site to facilitate a two-way dialogue between the Deloitte team and the City team to effectively manage engagement coordination and provide greater transparency allowing both management and auditor visibility over client request status.
- Deloitte Spotlight - Gather data and test journal entries, identify risks and anomalies more quickly, and generate meaningful insights through data visualization.
- Argus – Use Deloitte’s artificial intelligence tool to analyze the population of contracts or other documents to identify variations, potential risks and hone in on items of interest.



Focus area

Processes

- **Project management** - Enhance project management oversight and effective communications between the audit team and management.
-

Appendix 2 – Communication requirements

Required communication	Reference
Audit Service Plan	
1. Our responsibilities under Canadian GAAS, including forming and expressing an opinion on the financial statements	CAS ¹ 260.14
2. An overview of the overall audit strategy, addressing: <ul style="list-style-type: none"> a. Timing of the audit b. Significant risks, including fraud risks 	CAS 260.15
3. Significant transactions outside of the normal course of business, including related party transactions	CAS 260 App. 2, CAS 550.27
Enquiries of those charged with governance	
4. How those charged with governance exercise oversight over management’s process for identifying and responding to the risk of fraud and the internal control that management has established to mitigate these risks	CAS 240.21
5. Any known suspected or alleged fraud affecting the City	CAS 240.22
6. Whether the City is in compliance with laws and regulations	CAS 250.15
Year-end communication	
7. Modification to our audit plan and strategy	CAS 260.A26
8. Fraud or possible fraud identified through the audit process	CAS 240.40-.42
9. Significant accounting policies, practices, unusual transactions, and our related conclusions	CAS 260.16 a.
10. Alternative treatments for accounting policies and practices that have been discussed with management during the current audit period	CAS 260.16 a.
11. Matters related to going concern	CAS 570.25
12. Management judgments and accounting estimates	CAS 260.16 a.
13. Significant difficulties, if any, encountered during the audit	CAS 260.16 b.
14. Material written communications between management and us, including management representation letters	CAS 260.16 c.
15. Circumstances that affect the form and the content of the auditor’s report	CAS 260.16d.
16. Modifications to our opinion	CAS 260.A21
17. Our views of significant accounting or auditing matters for which management consulted with other accountants and about which we have concerns	CAS 260.A22
18. Significant matters discussed with management	CAS 260.A.22

¹ CAS: Canadian Auditing Standards – CAS are issued by the Auditing and Assurance Standards Board of CPA Canada

19. Matters involving non-compliance with laws and regulations that come to our attention, unless prohibited by law or regulation, including illegal or possibly illegal acts that come to our attention	CAS 250.23
20. Significant deficiencies in internal control, if any, identified by us in the conduct of the audit of the financial statements	CAS 265
21. Uncorrected misstatements and disclosure items	CAS 450.12-13,
22. Any significant matters arising during the audit in connection with the City's related parties	CAS 550.27

Appendix 3 – New and Revised Public Sector Accounting Standards

The following is a summary of certain new or revised Canadian Public Sector Accounting Standards that will become effective in 2022 and beyond.

Public Sector Accounting Standards

Title	Description	Effective Date
<u>Section PS 3280 - Asset retirement obligations</u>	This Section establishes standards on how to account for and report on the legal obligations associated with the retirement of tangible capital assets.	Effective April 1, 2022. Earlier adoption is permitted.
<u>Section PS 3450 - Financial instruments</u>	This Section establishes standards on how to account for and report all types of financial instruments including derivatives.	Effective April 1, 2022, earlier adoption is permitted.
<u>Section PS 3400 - Revenue</u>	This Section establishes standards on how to account for and report on revenue. Specifically, it differentiates between revenue arising from transactions that include performance obligations and transactions that do not have performance obligations.	Effective for fiscal years beginning on or after April 1, 2023. Earlier adoption is permitted. This Section may be applied retroactively or prospectively.

Appendix 4 – Deloitte resources a click away

At Deloitte, we are devoted to excellence in the provision of professional services and advice, always focused on client service. We have developed a series of resources, which contain relevant and timely information.

See links below to receive practical insights, invitations to Deloitte events/webcasts, and newsletters via email and other electronic channels. You will be able to select business topics and industries that align with your interests.

<input type="checkbox"/> Canada's Best Managed Companies www.bestmanagedcompanies.ca Target audience <ul style="list-style-type: none"> • Directors and CEO/CFO 	The Canada's Best Managed Companies designation symbolizes Canadian corporate success: companies focused on their core vision, creating stakeholder value and excelling in the global economy.
<input type="checkbox"/> Deloitte Viewpoints https://www.iasplus.com/en-ca/tag-types/deloitte-viewpoints Target audience <ul style="list-style-type: none"> • CFO • Controller and Financial reporting team 	Electronic communications that helps you to stay on top of standard-setting initiatives impacting financial reporting in Canada.
<input type="checkbox"/> CFO's corner https://www.iasplus.com/en-ca/cfos-corner Target audience <ul style="list-style-type: none"> • CFO and VP Finance • Controller and Financial reporting team 	Editorial providing insights into key trends, developments, issues and challenges executives face, with a Deloitte point of view.
<input type="checkbox"/> Deloitte Dbriefs https://www.iasplus.com/en-ca/dbriefs/webcasts Targeted audience <ul style="list-style-type: none"> • CFO and VP Finance • Controller and Financial reporting team 	Learning webcasts offered throughout the year featuring our professionals discussing critical issues that affect your business. Recent publications <ul style="list-style-type: none"> • ESG (November 2022) • Proposed PS 3251 – Employee benefits (September 2021) • PSAB's government NPO strategy (April 2021)
<input type="checkbox"/> Centre for Financial Reporting - PSAS https://www.iasplus.com/en-ca/standards/psas/public-sector-accounting-standards Target audience <ul style="list-style-type: none"> • CFO and VP Finance • Controller and Financial reporting team 	Web site designed by Deloitte to provide the most comprehensive information on the web about financial reporting frameworks used in Canada. Summaries of each standard that forms part of the Public Sector Accounting Standards can be found on our Deloitte Centre for Financial Reporting.

April 16, 2023

Private and confidential

Marisa Carpino
Chief Administrative Officer
The Corporation of the City of Pickering
1 The Esplanade
Pickering ON L1V 6K7

Stan Karwowski
Director, Finance and Treasurer
The Corporation of the City of Pickering
1 The Esplanade
Pickering ON L1V 6K7

Re: Master Services Agreement for Professional Services

Dear Ms. Carpino and Mr. Karwowski:

Deloitte LLP (“Deloitte”) is privileged to be your professional services provider. The purpose of this letter is to serve as a master services agreement or MSA to describe (a) the services that we will provide to you from time to time, including a description of the scope of our services, and (b) the general business terms related to such services.

Services and fees

Appendices A to this MSA contain a description of the following services:

- Appendix A – Financial statement audit (“Audit”)

Should we during the term of this MSA, provide any of the services referenced in Appendix A, the scope, including assumptions, qualifications and limitations, as set out in Appendix A will apply.

As of the date of this MSA, the chart below sets out the entities and the services we will provide to them in respect of their year ends. The fees for these services will be based on our standard hourly rates, which may change from time to time. The chart also sets out an estimate of our professional fees, exclusive of consulting fees (see further below).

Scope of services chart

Entity name	Year end	Reporting period(s) ("Fiscal Year")	2022 Audit	2023 Audit	2024 Audit
The Corporation of the City of Pickering	December 31	Current period only	\$83,500	2022 fee plus inflation	2023 fee plus inflation
The Corporation of the City of Pickering Trust Funds	December 31	Current period only		Included in City audit fee	
Pickering Public Library Board	December 31	Current period only	\$7,600	2022 fee plus inflation	2023 fee plus inflation

Payment of Invoices and Fees

Invoices shall be due upon receipt. Based on the anticipated timing of the work, our fees will be billed approximately as follows for the current year. Fees for subsequent years will be billed according to the same approximate schedule. Deloitte reserves the right to adjust the fee amount as required and agreed to in writing by the parties.

Invoice Date	Amount
Upon signing of engagement letter	\$25,000
Upon completion of fieldwork	\$55,000
Upon issuance of final financial statements	\$11,100

We anticipate sending invoices according to the above schedule. Our continued service on this engagement is dependent upon payment of our invoices in accordance with these terms. In the event the total invoiced amounts are greater than the total cost of the services or in the event the engagement cannot be completed, the difference will be returned to you within 30 days of Deloitte's conclusion of the services.

For purposes of this MSA and the appendices, "Financial Statements" shall refer to the statements issued by each entity in the context of the services outlined above. Unless otherwise noted in the appendices, "City" shall refer to the entities to which that service is being provided, as outlined above.

Ms. Lilian Cheung will be responsible for the services that we perform.

Should the nature of our services change in the future from what is set out in the chart above or if there are changes to the entities we serve, we will provide you with a letter confirming the changes. The description of our services as set out in Appendix A in this MSA will continue to apply to any changes set out in a confirmation letter. Also, we may from time to time provide you with updates (including by way of a letter delivered to you in hard copy or electronically via e-mail, by way of a link to our website or otherwise) to the description of the services set out in Appendix A based on changes in applicable professional standards and changes in our practices. Any updates to Appendix A in this MSA provided to you shall form part of this MSA and shall be binding on you. Any changes in fees for subsequent years will be confirmed separately.

Also, we would be pleased to provide you with other services, such as consulting and financial advisory services, subject to our professional rules. The scope and fees for such services would be contained in a separate letter and, unless otherwise agreed, the general business terms that are contained in this MSA will apply.

Term

Our mutual intention is that this MSA applies to all services Deloitte provides to you over time, including for the year ends referred to above and all other work in the future. In accordance with section 2 of the general business terms, this MSA can be terminated on 30 days' written notice.

Our responsibilities

Our responsibilities will depend on the services we provide. Specific conditions may apply and if this is the case, we will bring them to your attention in the attached appendices. We are committed to client service. Here are our client service standards:

- Making and meeting our commitments to you;
- Working with you to understand your business and what is important to you;
- Providing value and building trust through technical competence and consistent results;
- Demonstrating professionalism through effective interaction and communication; and
- Providing a no surprises experience.

Your responsibilities

Our expectations of you can simply be summarized as follows:

- Cooperation and honesty from you and those who work for you;

- Your clear articulation of your expectations of us and your clarification when needed, so we can be sure that you receive the professional services you need;
- If we are providing audit, review or compilation services, we want you to know that these are not forensic audits or special services that would more likely identify a fraud or wrongdoing. We are relying on your controls, your honesty and good faith and that of management and the people who work for you;
- You will make all management decisions; and
- Prompt payment of our invoices.

Also, our work product is prepared for you. Our services will not be planned or conducted in contemplation of reliance by third parties. Our agreement is with you and no one else.

General business terms

The general business terms attached to this letter apply to the services we provide to you from time to time.

We know how busy you are and we promise to keep our correspondence to you as direct and simple as we can. But if at any time you have questions, please do not hesitate to ask.

If this MSA, including the appendices and the general business terms, are acceptable and the services described are in accordance with your understanding, please sign the copy of this MSA in the space provided below and return it to us to indicate your agreement.

Yours truly,

Deloitte LLP

Chartered Professional Accountants
Licensed Public Accountants

Enclosure

The services and terms set forth in and incorporated into this letter are acknowledged and approved by the Corporation of the City of Pickering:

Signature

Title

Date

Signature

Title

Date

General business terms

The Corporation of the City of Pickering April 16, 2023

The following general business terms (the “GBTs”) apply to all services that are performed under this MSA and any separate confirmation letters (the “Confirmation Letters”) that further amend or describe services issued under this MSA (the “Services”) between Deloitte LLP, a limited liability partnership organized under the laws of Ontario (“Deloitte”) and you, the City or other entity that is a party to this MSA (the “Client”). The GBTs, the MSA (including the appendices to the MSA), as such MSA and appendices may be updated and amended from time to time, and the Confirmation Letters are together the “Agreement”.

1. **Timely performance** – Deloitte will not be liable for failures or delays in performance that arise from causes beyond Deloitte’s control, including the untimely performance by the Client of its obligations.
2. **Termination** – This Agreement and any Services may be terminated by either party at any time, with or without cause, by giving prior written notice to the other party 30 days before the effective date of termination, provided that in the event of a termination for cause, the breaching party shall have the right to cure the breach within such 30 day period. Deloitte may terminate this Agreement with immediate effect upon written notice to Client if Deloitte determines that its performance of any part of the Agreement would be illegal or in conflict with independence or professional rules. The Client will pay for time and expenses incurred by Deloitte up to the termination date together with reasonable time and expenses incurred to bring the Services to a close in a prompt and orderly manner.
3. **Fees** – Any fee estimates take into account the agreed-upon level of preparation and assistance from the Client and Client personnel. Deloitte will advise the Client on a timely basis should this preparation and assistance not be provided or should any other circumstances arise which cause actual time to exceed that estimate.
4. **Billing** – All invoices shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an invoice which remains unpaid from 30 days after the invoice date to the date on which the outstanding invoice is paid. To the extent that as part of the Services to be performed by Deloitte as described in the Agreement, Deloitte personnel are required to perform the Services in the United States of America (“U.S. Business”), the Client and Deloitte agree to assign performance of the U.S. Business to Deloitte Canada LLP, an affiliate of Deloitte. All Services performed by Deloitte Canada LLP shall be performed under the direction of Deloitte which shall remain responsible to the Client for such Services. Deloitte Canada LLP shall invoice the Client with respect to the U.S. Business and Deloitte will invoice for Services performed in Canada (“Canadian Business”). Payment for U.S. Business and/or Canadian Business can be settled with one payment to Deloitte.
5. **Governing law** – The Agreement will be governed by the laws of the Province where Deloitte’s principal office performing the Services is located and all disputes related to the Agreement and Services shall be subject to the exclusive jurisdiction of the courts of such Province.

6. **Working papers** – All working papers, files and other internal materials created or produced by Deloitte related to the Services are the property of Deloitte. In the event that Deloitte is requested by the Client or required by legal or regulatory process to produce its files related to the Services in proceedings to which Deloitte is not a party, the Client will reimburse Deloitte for its professional time and expenses, including legal fees, incurred in dealing with such matters.
7. **Third parties** – Deloitte’s Services are not planned or conducted in contemplation of, or for the purpose of, reliance by any third party or with respect to any specific transaction and are only intended for the benefit of the Client. The Client shall use the advice, opinions, reports or other work product of Deloitte (the “Work Product”) solely for the purposes specified in this Agreement and, in particular, shall not, without the prior written consent of Deloitte, use the Work Product in connection with business decisions of any third party or for advertisement purposes. The Client shall indemnify and hold harmless Deloitte and the Deloitte Entities from and against all claims, liabilities, losses, damages, costs or expenses attributable to claims of third parties relating to the use of or reliance on any of the Services (including, without limitation, the Work Product) by any person or entity other than Client, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of Deloitte or a Deloitte Entity. The provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, whether in contract (including fundamental breach), statute, tort (including negligence) or otherwise.

The mere receipt of any advice, opinions, reports or other work product by any third party is not intended to create any duty of care, professional relationship or any present or future liability between such third party and Deloitte. As a consequence, if copies of any Work Product (or any information derived therefrom) are provided to a third party pursuant to Deloitte’s prior written consent, it is on the basis that Deloitte owes no duty of care or liability to them, or any other third party who subsequently receive the same.

8. **Privacy** Deloitte and the Client agree that, in connection with the engagement, Deloitte may collect, use, disclose and otherwise process personal information about identifiable individuals (“Personal Information”). Deloitte’s Services are provided on the basis that the Client has obtained any required consents under applicable privacy legislation for collection, use, disclosure and processing to Deloitte of Personal Information.
9. **Confidentiality** – To the extent that Deloitte collects or is provided with Personal Information or any proprietary or confidential information of the Client (collectively, “Confidential Information”), Deloitte will not disclose such information to any third party without the Client’s consent, except as may be required or permitted by law, regulation, legal authority or professional obligations, or as otherwise permitted by this Agreement. Confidential Information may be disclosed by Deloitte to its affiliates and to member firms of Deloitte Touche Tohmatsu Limited and their respective subsidiaries, affiliates, subcontractors and personnel (“Deloitte Entities”), component auditors and third parties that provide services to Deloitte. Confidential Information collected by or provided to Deloitte in connection with the Services may be used, processed, disclosed and stored outside Canada by Deloitte, Deloitte Entities, component auditors or third party service providers to Deloitte. Deloitte is responsible to the Client for causing any such Deloitte Entities, component auditors and third party service providers to comply with the obligations of confidentiality set out in this section of the Agreement. Confidential Information may be subject to disclosure in accordance with laws applicable in the jurisdiction in which the information is used,

processed or stored. The Client also agrees that Deloitte and such third party service providers to Deloitte may aggregate Confidential Information and use and disclose that information as part of research and advice, including, benchmarking services, provided that all such information will be rendered anonymous and not subject to association with the Client.

Except as instructed otherwise in writing, each party consents to the transmission by fax, email and voicemail, both confidential and other types of documents, correspondence and any other information relating to the execution of this Agreement. It is recognized that the parties will use the internet and that the internet may be insecure. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of the internet by either party or its personnel, including any Deloitte Entity and subcontractor personnel, to access the networks, applications, electronic data or other systems of the other party.

10. **Limitation on liability** – The Client and Deloitte agree to the following with respect to Deloitte’s liability to the Client:
- a. The Client agrees that Deloitte shall not be liable to the Client for any claims, liabilities, or expenses relating to this Agreement and any Services for an aggregate amount in excess of three times the fees paid by the Client to Deloitte in the twelve months preceding the incident giving rise to the claim.
 - b. In no event shall Deloitte be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement or any Services for any loss of revenue or profit, loss of opportunity, loss of data, or any other commercial or economic loss or failure to realize expected savings.
 - c. In any action, claim, loss or damage arising out of this Agreement and any Services, the Client agrees that Deloitte’s liability will be several and not joint and several and the Client may only claim payment from Deloitte of Deloitte’s proportionate share of the total liability based on the degree of fault of Deloitte.

The provisions of this section shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. This section shall survive termination or expiry of the Agreement. The provisions of this section and any other limitations of liability contained in this Agreement shall not apply to any liability which by the governing law of the Agreement is unlawful to limit or exclude. In furtherance of the foregoing, from time to time, Deloitte may have individual partners and employees performing the Services within the Province of Quebec who are members of the Ordre des comptables professionnels agréés du Québec. The limitations outlined in this section as well any limitations of liability contained in this Agreement shall not apply to limit the personal civil liability of members of the Ordre des comptables professionnels agréés du Québec performing professional Services hereunder (and with respect to such members, such limitations shall be deemed not to be included in this Agreement). For purposes of this Agreement, “Deloitte” shall mean Deloitte LLP and its directors, officers, partners, professional corporations, employees, subsidiaries, affiliates and subcontractors and to the extent providing Services, any Deloitte Entities and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee. The Client agrees that any claims that may arise out of this Agreement or any Services will be brought solely against Deloitte as the contracting party and not against any other Deloitte Entities.

When Deloitte is performing audit, review or attest/assurance services that are subject to the US Public Company Accounting Oversight Board (“PCAOB”) and/or US Securities and Exchange Commission (“SEC”) rules or professional standards, any clauses that result in a limitation of Deloitte’s liability do not apply.

11. **Assignment** – Except as provided herein, no party may assign, transfer, or delegate any of its rights or obligations relating to the Agreement without the prior written consent of the other party. Deloitte may assign its rights and obligations under this Agreement to any affiliate or successor in interest to all or substantially all the assets or business of the relevant Deloitte practice.
12. **Deloitte Entities and subcontractors** – Deloitte may use the services of any Deloitte Entities, component auditors, or other subcontractors (including those operating outside Canada) to assist Deloitte. Deloitte remains responsible to the Client for Services performed by Deloitte Entities and subcontractors.
13. **Software Tools** – In connection with the Services, Deloitte may use data analytics technology which may require Deloitte to install and use one or more data extraction tools (“Extractors”) on the Client’s computing systems. The Client hereby consents to such access and the installation and use of such Extractors, and where applicable, Deloitte hereby grants the Client a limited, revocable, non-exclusive, non-assignable, non-sublicensable right to install and use those Extractors solely in connection with Deloitte’s performance of the Services. Deloitte recommends that the Client perform adequate security and other appropriate testing on the Extractors before installation. All Extractors are protected by copyright and other laws of various countries, and Deloitte and its licensors reserve all rights not expressly granted in the Agreement. The Client is not allowed to reverse engineer, disassemble, decompile, or otherwise attempt to derive the Extractors’ source code, nor assist, directly or indirectly, in any efforts to do so, nor adapt, modify or create derivative works based on the Extractors. The license granted above will terminate upon completion or termination of the Services. When the license terminates, the Client must, where applicable, stop using the Extractors and delete any and all installed Extractors from the Client’s computing systems, unless Deloitte and the Client have entered into a subsequent agreement that allows for the Client’s continued use. Although Deloitte takes commercially reasonable steps to make the Extractors useful and secure, Deloitte does not have any obligation to ensure they are so, or to maintain, update, upgrade or otherwise modify or support the Extractors. The Extractors are provided “as is” and “as available”, without warranty of any kind, and Deloitte expressly disclaims all implied warranties, including that the Extractors will be secure and error-free, or will meet any other criteria of performance or quality. Where analytics have been provided to you during the course of the audit, such analytics and the information contained therein are for general information only and Deloitte is not, by means of these analytics, rendering accounting, business, financial, investment, legal, tax, or other professional advice. The Client shall be solely responsible for the accuracy and completeness of all data and information provided to Deloitte for purposes of such analytics. The Client acknowledges and agrees that such analytics were prepared based on information provided by the Client, which was taken “as is” and not validated or confirmed by Deloitte in any way.
14. **Survival** – Any clause that is meant to continue to apply after termination of the Agreement will do so.
15. **Entire Agreement** – The Agreement forms the entire agreement between the parties in relation to the Services and supersedes all other oral and written representations, understandings or agreements related to the Services.

16. **Severability** – If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then that provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of the Agreement will remain in effect.
17. **Qualifications** – Notwithstanding anything herein to the contrary, Deloitte may use the name of the Client, refer to this Agreement and the performance of Services in marketing, publicity materials and other material, as an indication of its experience, and in internal data systems.
18. **Tax services and review by tax authorities** – The Client shall cooperate with Deloitte in the performance by Deloitte of tax related Services, including, without limitation, providing Deloitte with reasonable facilities and timely access to data, information and personnel of the Client. Client shall be responsible for the performance of its personnel and agents, for the timeliness, accuracy and completeness of all data and information (including all financial information and statements) provided to Deloitte by or on behalf of the Client and for the implementation of any advice, opinions, reports or other work product in any form provided as part of the Services. Deloitte may use and rely on information and data furnished by the Client or others without verification. Deloitte’s performance shall be dependent upon the timely performance of the Client’s responsibilities hereunder and timely decisions and approvals of the Client in connection with the Services. Deloitte shall be entitled to rely on all decisions and approvals of the Client. To the extent the Client requests tax related Services, Deloitte will use professional judgment in resolving questions affecting the Client relating to the tax Services to be provided by Deloitte. Where there are alternative filing positions or tax transactions, Deloitte will undertake to describe the benefits and risks of each so that the Client can make an informed decision. All returns are subject to examination by taxation authorities and the Client’s returns may be audited and challenged by Canadian and other tax authorities. The Client understands that Deloitte’s tax advice or opinions are not binding on tax authorities or the courts and should never be considered a representation, warranty, or guarantee that the tax authorities or the courts will concur with Deloitte’s advice or opinion. Any tax assistance provided by Deloitte will be based upon the law, regulations, cases, rulings, and other tax authority in effect at the time the specific tax assistance is provided. Deloitte may provide the Client with draft copies of returns or tax advice. Where any drafts are finalized and provided to the Client in final form, such previous drafts should not be relied upon. Nothing in this Agreement shall be construed as limiting or restricting disclosure of the tax treatment or tax structure of any transaction as described in the rules of any taxation authority, including Canada Revenue Agency and the Internal Revenue Service.
19. **Electronic messaging** – In accordance with Canadian anti-spam legislation, the Client consents to Deloitte contacting the Client and its personnel through electronic messages relating to Deloitte’s Services, products and other matters of interest to the Client after the completion of this Agreement. The Client may withdraw any such consent by contacting Deloitte at unsubscribe@deloitte.ca.
20. **Language** – The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s’y rattachant soient rédigés dans la langue anglaise.
21. **Publicity** – The Client shall not issue any press release or make any statements to the media pertaining to Deloitte, refer the media to Deloitte or ask Deloitte to act as media spokesperson on behalf of the Client, make any public statement relating to this Agreement, the Services, the Deliverables (where applicable) or the parties’ business relationship without the prior written consent of Deloitte, nor shall the Client disclose the existence or contents of this Engagement Letter, except as required by law.

22. **Force Majeure** – No party shall be deemed to be in breach of the engagement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority, or pandemics (including, without limitation, COVID-19 and any such restrictions or conditions on working practices in response to such a threat).

For greater certainty, Deloitte shall have no liability for any failure or delay to perform its obligations related to the Services, to the extent caused and/or contributed to by the spread of COVID-19 and its associated impacts.

Appendix A

Financial statement audit

The Corporation of the City of Pickering
April 16, 2023

Our audit services and audit scope

The consolidated financial statements

We may be requested by you from time to time to audit the consolidated financial statements of the City. These financial statements are comprised of the consolidated statement of financial position as at the fiscal year end of the City (“Fiscal Year”), and the consolidated statements of operations, changes in net financial asset and cash flows for the Fiscal Year, and a summary of significant accounting policies and other explanatory information (collectively, the “Financial Statements”).

The financial statements subject to audit are those of the City, prepared by management, with oversight from those charged with governance (“Executive Committee”). The objective of our audit is to express an opinion on whether the Financial Statements are fairly presented, in all material respects, in accordance with Canadian public sector accounting standards (“PSAS”). We plan and perform the audit to obtain reasonable assurance that the Financial Statements as a whole are free from material misstatement, whether due to fraud or error.

Our audit report

On completion of our audit procedures, we expect to issue an audit report in the draft form set out in Appendix A(i). The final form of our audit report may differ based on our audit findings in which case, we will provide you with an updated draft form before it is issued. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and the Executive Committee.

Our responsibilities

Performance of the audit

We will conduct our audit in accordance with Canadian generally accepted auditing standards (“Canadian GAAS”). Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Financial Statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the Financial Statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian GAAS.

Information on internal controls

We do not consider internal controls in order to express any opinion to you on their effectiveness. We consider internal controls relevant to the City's preparation and fair presentation of the Financial Statements in making our risk assessments and in order to design appropriate audit procedures. We will, however, communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the Financial Statements that come to our attention during the course of our engagement.

Reporting considerations

Going concern

If, based on the audit evidence obtained, we conclude that a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern, we are required to draw attention in our audit report to the related disclosures in the Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions will be based on the audit evidence obtained up to the date of our audit report.

Other information

Where the City issues other information (for example, a Financial Statement Discussion and Analysis or an annual report), we are required to read the other information and, in doing so, consider whether the other information is materially inconsistent with the Financial Statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. We will report on the results of our procedures appropriately based on the revised CAS 720, *The Auditor's Responsibilities Relating to Other Information*.

Communication with the Board of Directors

The Board of Directors is responsible for the oversight of the financial reporting process and our work as auditors. We are required to communicate with the Executive Committee about certain matters that may arise during our audit and that may be significant to their role. These matters may include, but are not limited, to:

- the planned scope and timing of the audit;
- our views about significant qualitative aspects of the City's accounting practices, including accounting policies, accounting estimates and financial statement disclosures;
- any significant matters arising from the audit in connection with the City's related parties;
- any events or conditions identified that may cast significant doubt on the City's ability to continue as a going concern, including whether the events or conditions constitute a material uncertainty;
- any significant difficulties encountered during the audit;
- any significant matters that were discussed or subject to correspondence with management;
- written representations we are requesting;

- where CAS 720 applies, any uncorrected material inconsistencies between the other information and the Financial Statements or our knowledge obtained in the audit, and any uncorrected material misstatements of the other information we identify from reading the financial and non-financial information included in the City's annual report containing or accompanying the Financial Statements and our audit report; and
- any other matters that in our professional judgment are significant to the oversight of the financial reporting process.

Fraud and illegal acts

An audit designed and executed in accordance with Canadian GAAS may not detect fraud or illegal acts. However, it is possible that actual and potential fraud or illegal acts may be discovered during the course of our audit. We will communicate actual or potential fraud or illegal acts identified during the audit to, in our sole judgement, the appropriate level of management and/or the Board of Directors depending on the type and significance of the issue.

Your responsibilities

Financial statements and internal control

The audit of the Financial Statements does not relieve management or the Board of Directors of their responsibilities.

You are responsible for the preparation and fair presentation of the Financial Statements in accordance with PSAS.

You are also responsible for establishing internal control necessary for the preparation of Financial Statements that are free from material misstatement, whether due to fraud or error. You must determine what internal control is required, including how it is designed, implemented and maintained. You will advise us of any deficiencies identified and any changes in internal control over financial reporting.

Access to information and personnel

You are responsible for providing us with access to all information that is relevant to your preparation of the Financial Statements and any additional information that we may request for the purpose of the audit. You will also provide unrestricted access to persons in the City or others from whom we determine we need to obtain evidence for our audit.

Prevention of fraud and error

You are responsible for designing and implementing programs and controls to prevent and detect fraud, illegal acts and error. You will inform us about all known or suspected fraud, illegal acts or errors affecting the City. You will further inform us of any allegations of fraud, illegal acts or potential errors received in communications (written or oral) from employees, former employees or any other parties external to the City.

Compliance with laws and regulations

You are responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities. You will inform us of any known or possible violations of these laws or regulations.

Related parties

You will identify the City's related parties and advise whether the City entered into any transactions with these related parties in the time period under audit.

Subsequent events

You will advise us of whether any events have occurred between the date of the balance sheet and the date our audit report is released, that may affect the Financial Statements.

Correction of material errors

You are responsible for adjusting the Financial Statements to correct material misstatements identified during the course of our audit engagement.

Representation letter

As part of our engagement procedures, you will provide written confirmation of representations made to us in connection with the audit.

Disclosure of report

We are engaged solely by the City to perform an audit engagement the purpose of which is to provide an opinion as to whether the Financial Statements are free from material misstatement.

You will not, without obtaining our prior written consent:

- publish or reproduce our report in any document that contains the Financial Statements;
- make reference to our firm in a document which contains other information in addition to the Financial Statements; or
- place our report on an electronic site.

In order for us to consider granting such written consent, you must provide adequate notice of your request as well as provide any draft document which is proposed to contain/refer to our report. If written consent is provided by us, you are solely responsible for the accurate and complete reproduction of our report and the Financial Statements on which we reported.

Other information

You acknowledge your responsibility for the other information, as applicable, and to provide us with the other information prior to the date of our audit report where possible. To the extent the other information is expected to be available after the date of our audit report, you agree to provide us with such other information when available, and prior to being issued by the City, so that we are able to fulfill our responsibilities under CAS 720.

Independence

For purposes of the following three paragraphs, “Deloitte” shall mean Deloitte LLP and Deloitte Touche Tohmatsu Limited, including related member firms and affiliates.

Independence matters as a result of restrictions on providing certain services

In connection with our engagement, Deloitte, management, and the Executive Committee will assume certain roles and responsibilities in an effort to assist Deloitte in maintaining independence and ensuring compliance with applicable independence rules. It is your responsibility to have policies and procedures in place to confirm that the City (together with its subsidiaries and other related entities) does not engage us or accept services from us that may impair our independence under applicable professional rules. All potential services are to be discussed with Ms. Lilian Cheung.

In connection with the foregoing, the City agrees to furnish to Deloitte and keep Deloitte updated with respect to a corporate tree that identifies the legal names of the City’s affiliates (e.g., parents, subsidiaries, investors or investees, variable interest entities or special purpose entities (as applicable)), together with the ownership relationship among such entities. Deloitte intends to capture this information in systems that may be accessed and used by its affiliates in order to assist Deloitte in meeting its independence obligations. Deloitte will not be requesting nor accepting any personal information for this purpose. Deloitte agrees to discuss any concerns raised regarding privacy or confidentiality with the City.

Independence matters relating to hiring

In order to assist us in maintaining independence, you will also notify us of any substantive employment conversations that have occurred with current or former Deloitte personnel.

Executive Committee’s responsibilities

The Executive Committee is responsible for the oversight of the financial reporting process, including management’s preparation of the Financial Statements and monitoring of the City’s internal controls related to financial reporting and oversight of our work.

Appendix A[(i)]

Expected form of report

The Corporation of the City of Pickering
April 16, 2023

We will provide you with our report, which is expected to be in the following form. However, the final form will reflect the results of our audit. If there are any changes to the expected form of report in future years, we will provide you with an updated draft form before it is issued.

Independent Auditor's Report

To the Members of Council of
The Corporation of the City of Pickering

Opinion

We have audited the consolidated financial statements of The Corporation of the City of Pickering (the "City"), which comprise the consolidated statement of financial position as at December 31, 20XX, and the consolidated statements of operations, change in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the City as at December 31, 20XX, and the results of its operations, changes in net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards ("PSAS").

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards ("Canadian GAAS"). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with PSAS, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the

going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the City to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Appendix A(i) | Financial statement audit
The Corporation of the City of Pickering
April 16, 2023
Page 3

Chartered Professional Accountants
Licensed Public Accountants
[DATE]

From: Brian Duffield
Director, Operations

Subject: Supply & Delivery of Various 4 and 5 Ton Trucks
- Quotation No. RFQQ2022-7A
- File: A-1440

Recommendation:

1. That Quotation No. RFQQ2022-7A submitted by Viking Cives Ltd, in the amount of \$3,196,620.00 (HST excluded) be accepted;
 2. That the total gross project cost of \$3,612,181.00 (HST included), and that the total net project cost of \$3,252,881.00 (net of HST rebate) be approved;
 3. That Council authorize the Director, Finance & Treasurer to finance the total net project cost of \$3,252,881.00, as provided for in the 2022 and 2023 Capital Budgets as follows:
 - a) The sum of \$811,816.00 to be funded from the Vehicle Replacement Reserve;
 - b) The sum of \$1,596,065.00 to be funded from the Development Charges – Other Services Related to a Highway Reserve Fund;
 - c) The sum of \$840,000.00 from approved 2023 Capital Budget be increased to \$845,000.00 and that the financing source be revised to a 5-Year Internal Loan; and,
 4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: The Public Works Division, within the Operations Department currently utilizes various 4 and 5 ton trucks for a variety of work tasks. Vehicles #42 (2013 International) and #41 (2014 International) have met or exceeded their scheduled replacement dates. Due to growth, three new 4 ton trucks and one new 5 ton truck were approved in the 2022 Capital Budget, and two new 4 ton trucks were approved in the 2023 Capital Budget.

A second-stage Quotation No. RFQQ2022-7, through Canoe Procurement Group, contract #060920 was sent to three potential bidders on November 17, 2022 with a submission deadline of December 14, 2022 through the City's bids and tenders portal. No submissions were received by the submission deadline. Another second-stage Quotation No. RFQQ2022-7A was sent through Canoe Procurement Group contract #062222 to two potential bidders on January 1, 2023 with a submission deadline of February 9, 2023 through the City's bids and tenders portal. One quotation was received by the submission deadline. The submission from

Viking Cives Ltd has met all technical requirements and received consensus from the Evaluation Committee.

In accordance with Purchasing Policy Item 06.11(c), where the compliant quotation or tender meeting specifications and offering best value to the City is acceptable or where the highest scoring proposal is recommended and the estimated total purchase price is over \$250,000.00, the Manager may approve the award, subject to the approval of the Director, Treasurer, CAO, and Council.

Financial Implications:

1. Quotation Amount

Quotation No. RFQQ2022-7A	\$3,196,620.00
HST (13%)	<u>415,561.00</u>
Total Gross Quotation Cost	<u>\$3,612,181.00</u>

2. Estimated Project Costing

Quotation No. RFQQ2022-7A	\$3,196,620.00
Total Project Cost	\$3,196,620.00
HST (13%)	<u>415,561.00</u>
Total Gross Project Costs	<u>\$3,612,181.00</u>
HST Rebate (11.24%)	<u>(359,300.00)</u>
Total Net Project Cost	<u>\$3,252,881.00</u>

3. Approved Source of Funds

Description	Account Code	Source of Funds	Available Budget	Required
4 Ton Dump Truck with Snow Plow and Wing (new)	C10315.2205	Development Charges – Other Highway Reserve Fund	\$387,700.00	\$387,706.00
4 Ton Dump Truck with Snow Plow and Wing (replacement)	C10315.2220	Vehicle Replacement Reserve	387,700.00	387,706.00
5 Ton Dump Truck with Snow Plow and Wing (new)	C10315.2222	Development Charges – Other Highway Reserve Fund	404,000.00	403,987.00

Description	Account Code	Source of Funds	Available Budget	Required
(2) 4 Ton Dump Trucks with Snow Plow, Wing, and Brine Tank (new)	C10315.2223	Development Charges - Other Highway Reserve Fund	\$804,400.00	\$804,372.00
4 Ton Dump Truck with Snow Plow and Wing (replacement)	C10315.2302	Vehicle Replacement Reserve	\$420,000.00	\$423,322.00
4 Ton Dump Truck with Snow Plow, Wing and Brine Tank (new)	C10315.2303	DC Debt – 5 Years	\$420,000.00	\$0.00
4 Ton Dump Truck with Snow Plow, Wing and Brine Tank (new)	C10315.2303	Internal Loan – 5 Years	\$0.00	\$422,000.00
4 Ton Dump Truck with Snow Plow, Wing and Brine Tank (new)	C10315.2303	Vehicle Replacement Reserve	\$0.00	\$466.00
4 Ton Dump Truck with Snow Plow and Wing (new)	C10315.2311	DC Debt – 5 Years	\$420,000.00	\$0.00
4 Ton Dump Truck with Snow Plow and Wing (new)	C10315.2311	Internal Loan – 5 Years	\$0.00	\$423,000.00
4 Ton Dump Truck with Snow Plow and Wing (new)	C10315.2311	Vehicle Replacement Reserve	\$0.00	\$322.00
Total Funds			<u>\$3,243,800.00</u>	<u>\$3,252,881.00</u>

Project Cost under (over) approved funds by	(9,081.00)
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The financing for two of the vehicle purchases has been revised from external debt to internal loans. The City typically incurs issuing costs of up to five percent of the debenture amount, and therefore, the debt financing strategy was changed to internal loans to avoid these costs.

Discussion: Fleet Services manages and assists with the procurement of the City's fleet. As reflected in the 2021 and 2022 Capital Budgets, the vehicles listed above were approved for purchase.

A second-stage Quotation No. RFQQ2022-7, through Canoe Procurement Group, contract #060920 was sent to three potential bidders on November 17, 2022 with a submission deadline of December 14, 2022 through the City's bids and tenders portal. No submissions were received by the submission deadline. Another second-stage Quotation No. RFQQ2022-7A was sent, through Canoe Procurement Group contract #062222, to two potential bidders on January 1, 2023 with a submission deadline of February 9, 2023 through the City's bids and tenders portal. One quotation was received by the submission deadline. The submission from Viking Cives Ltd has met all technical requirements and received consensus from the Evaluation Committee.

During the COVID-19 pandemic, Fleet Services was asked to identify projects that could be deferred as a cost savings. Fleet Services deferred five heavy snow plow trucks from 2020 and 2021 that have now been tendered in 2022 with increased pricing submissions due to unprecedented inflation rates in the automotive industry. To offset the increase, additional funding was added in the 2023 Capital Budget.

Staff launched a pilot project during the 2017/18 winter season on approximately 50 km of roads. Results from the pilot project were positive, and staff recommended the purchase of two new brine trucks in the amount of \$560,000.00, together with an increase to the amount of roads to receive Direct Liquid Application (DLA) to 100 km with a goal to be able to complete all main roads in the near future. DLA or anti-icing involves the application of a salt of calcium bring on the road 24 to 48 hours ahead of a snow or ice event on paved roads. DLA creates a bond breaker on the pavement surface which provides an approximate one hour buffer before salting is required and for improved plowing of the surface when required. The program was also forecasted to include emerging communities in northern Pickering for the 2023/34 winter season with the additional purchase of one new brine truck and one new 4 ton snow plow with wing.

Report CS 31-19 (Resolution #194/19) was approved by Council for an increased level of service which recommended the expansion of the Brine Program or DLA.

In summary, these vehicles represent four vehicles for growth funded by DC's, two life cycle replacement vehicles and two vehicles for an increase in level of service. These vehicles are on extended delivery and will be in service for the 2024/25 winter control season.

After careful review of all submissions received, Operations' staff recommend the acceptance of Quotation No. RFQQ2022-7A submitted by Viking Cives Ltd, and that the total net project cost of \$3,252,881.00 (net of HST rebate) be approved.

Attachment: None.

Prepared By:

Original Signed By:

Matt Currer
Manager, Fleet Operations

Original Signed By:

Brian Duffield
Director, Operations

BD:mc

Approved/Endorsed By:

Original Signed By:

Stan Karwowski, MBA, CPA, CMA
Director, Finance & Treasurer

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer

From: Kyle Bentley
Director, City Development & CBO

Subject: Film Industry
- Overview of Film & Television Industry
- File: S-4240-001

Recommendation:

1. That Report PLN 11-23 of the Director, City Development & CBO, being an overview of the City's Film & Television work program, be received for information.

Executive Summary: This report is intended to provide an overview of the various Film & Television industry activities in Pickering, the current Film & Television work program, and to identify various challenges and opportunities to encourage the growth of this industry in our community.

In 2022, Ontario's film and TV industry contributed a record-breaking \$3.15 billion to Ontario's economy, creating many thousands of high-value, full-time equivalent, direct and spin-off jobs in our provincial labour force. The Region of Durham, and in particular, the City of Pickering, continues to experience growth in filming events undertaken by the Film & Television industry.

In response to the growth of filming events in Pickering, the City has developed a comprehensive suite of permit processes, best practices, a Standard Operating Procedure, and a set of Terms and Conditions. These all work together to regulate the activities of Film & Television productions in the City, while continuing to attract more interest and investment from this fast growing industry.

The City's current Film & Television work program is designed to ensure the City's processes and procedures respond to the needs of the industry, while protecting the rights and security of the City of Pickering, its residents and its businesses. The current work program addresses:

- the adoption of new technology and best practices to improve permit review processes;
- marketing of our City as a preferred destination for filming;
- monitoring and lobbying for industry incentives and tax credits available through the Federal and Provincial government programs;
- exploration of opportunities for new brick and mortar investment; and
- engagement and education of our local labour force and business supply chain.

As we continue to expand our efforts in attracting the Film & Television industry, staff are looking to expand the City's suite of administrative functions by drafting a Filming By-law to be brought to Council at a later date in 2023. The purpose of this by-law will be to further clarify the rights and requirements of the Film & Television industry while operating in the City of Pickering.

Financial Implications: There are no immediate financial implications associated with this Report.

Discussion:

Historic Film Trends

Pickering locations have been featured in popular movies and television series as far back as 1956, when the television series 'Hawkeye – The Last of the Mohicans' began shooting on the former Gottlieb Farm, in and around Major Oaks Road, and Third Concession Road, between Valley Farm Road and Brock Road. Many scenes featured Gandatsetiagon Creek where it flows beneath Valley Farm Road. This television series became the 3rd largest production set in North America, with 99% of cast and crew sourced from Greater Toronto Area (GTA) talent and crew. A Toronto Daily Star article at the time quoted "\$1,000,000 TV 'Mohicans' shot at Pickering farm, build 'Little Hollywood'". Although productions featuring Indigenous subject matter now seek the opportunity for Indigenous people to tell their own stories, in its day, this production would foreshadow what was to come, with Pickering being touted as a preferred location for the Greater Toronto and Hamilton Area (GTHA) film and television productions.

Since that time, Pickering continues to be favoured for its countryside roads, historic hamlets and more recently, its eclectic choice of residential styles and neighbourhoods. With the rise in streamed TV Series, Pickering has become a welcome location for many '2nd set' shoots for series such as Hannibal, The Coroner, Anne of Avonlea, Anne with an 'E', Umbrella Academy, Locke & Key, American Gods, Suits, Titans, and more. Recently, Jack Reacher brought significant attention to our community with the building of the film backlot, and Pickering is a proud host community for the critically acclaimed production from Sarah Polley – Women Talking, winner of a 2023 Academy Award for Best Adapted Screenplay. Also now airing is 'The Way Home', featuring Andie McDowell, the first Hallmark TV Series to film in Pickering.

Pickering has also become a popular location to shoot TV Commercials, with Canadian Tire returning three times in 2022 alone, to capture seasonal ads in private homes, using various Pickering neighbourhoods. Whether it is a car, a beverage, a banking service, the latest in fashion, or your favourite pancake mix, Pickering has the right location for an ad campaign.

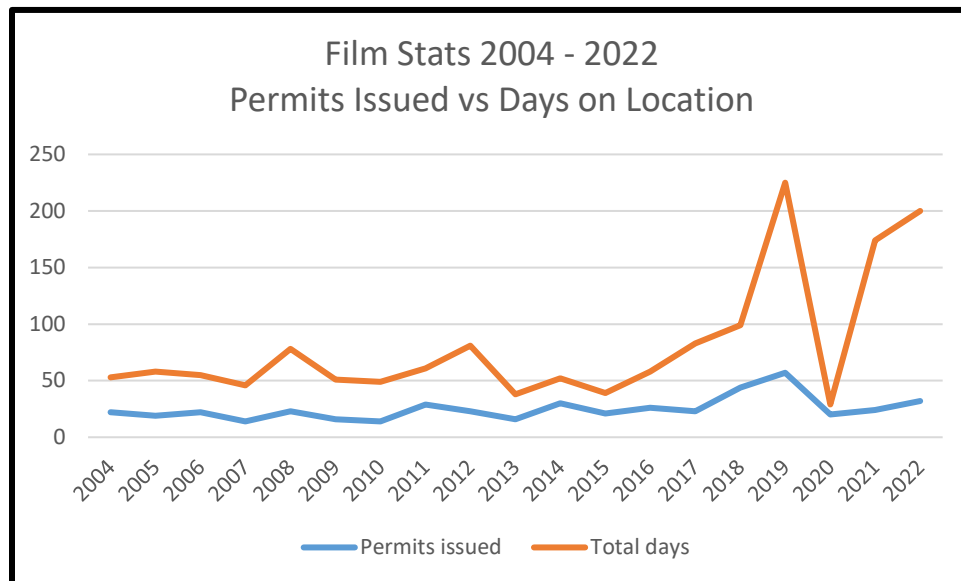
Revenue stats for Filming Events in Ontario/Durham/Pickering

In 2022, Ontario hosted a record breaking 419 productions, representing \$3.15 billion in annual production values, creating over 4,500 direct and spin-off jobs, and a record setting 53 concurrent live-action productions. Important to note is that the Province does not currently track data for the production of TV Commercials, for which the City of Pickering is a popular location in the GTHA.

Durham Region filming events alone have seen a 220% growth from 2012 to 2019, hosting on average 70+ feature films, TV series, commercials, documentaries etc., each year. In 2021, the estimated production activity value was \$45.7M, representing 51 projects, and 330 days of location filming.

Prior to 2016, Pickering hosted an average of 10-12 filming events per year. That figure grew annually until 2019, when the City permitted 57 productions. While the City experienced a drop in permits at the onset of the pandemic, filming events in Ontario and Pickering are gradually returning to pre-pandemic numbers, and are predicted to continue to rise over the next few years.

Below is a chart showing Film & Television activity in Pickering from 2004 to 2022. The number of permits issued reflects the number of individual Film Location Permits we issued, but the data indicates that the number of actual filming days per filming event can change greatly. The year 2019 saw not only more productions in our community, but a significant rise in how many days they were active in our community during each filming event. The year 2020 shows that while we saw a drop in filming events (pandemic restrictions), those productions also stayed here for a much shorter period of time while filming. The years 2021 and 2022 show a gentle rise in the number of issued Film Location Permits, and a return to longer stays per filming event. The longer the film production remains in Pickering, the greater the revenue that is invested in our City. These longer stays are generally associated with the productions for Feature Films and streamed TV Series, versus TV Commercials that average only 2 to 4 days per event.



An overview of the Film Location Permit process

The City’s Film Location Permit process was implemented to review requests, for use of City road allowances, by film and television productions. Prior to the onset of the pandemic, the City had put into place a digital, on-line application process. As such, while other municipalities were forced to close their doors to filming, Pickering continued to process applications for filming events, despite the ever shifting restrictions implemented by Provincial Health & Safety restrictions due to the pandemic.

The Film Location Permit process is managed by the City's Film Liaison, who coordinates a cross departmental team of City staff from Roads Operations, Engineering Services, Fire Prevention Services, By-law Enforcement and, from time-to-time, our Legal Services Section. The Film Liaison also assists City facility managers through the process of renting a City facility space or parking area, through their issuance of facility or park rental permits.

To centralize and simplify our permit review, the application process was recently transferred to the City's AMANDA property data base. This has effectively decreased the amount of time it takes to review a permit application, and has provided a reporting mechanism, and a centralized database for information relating to filming events, including mapping of where filming events occur in our community.

Applications for Film Location Permits are generally reviewed and issued within three to five working days. When a request for temporary closure of a lane or full road allowance is made, we require a minimum of ten days to process, due to requirements for notification to external parties.

In order to remain competitive, the Film Liaison monitors permit fees charged by municipalities across the GTHA. As a perceived incentive, some municipalities, such as the Region of Durham, have dropped their fees for filming permits. However, the low or no cost of a permit is not the primary driver for a production to choose a location. The City has just increased its Film Location Permit fees, and are viewed by the industry as affordable. Staff believe the City's permit fee is appropriate for the purpose of cost recovery, while not deterring Film & Television activity in our City.

Pickering offers a wide range of locations for Film & Television productions

We are in the Zone:

A primary incentive for Film & Television productions who choose to film in Pickering, is our inclusion within 'Zone 1', a 40 km radius map, centred on the Toronto office of the Alliance of Canadian Cinema, Television and Radio Artists (commonly known as ACTRA). This means that, when filming in Pickering, no further travel allowances must be paid to performers associated with a Toronto based production.

Rural Countryside Locations:

Pickering is only 30-40 minutes from downtown Toronto or Pearson International Airport. Yet, we can offer countryside roads and remote, rural locations, still located within Zone 1. Our unique, historic rural hamlets are also very popular, and filming receives the ongoing support of our hamlet residents and businesses.

City Facilities used for filming:

A variety of City facilities have been used to host filming activities, with the Pickering Museum Village being very popular for a variety of productions, not just those of an historic nature. Various iterations of the Anne of Green Gables story were filmed at the museum. Most recently, Anne with an 'E' used the museum to shoot several episodes, as well as at a number of private

century homes in north Pickering. As a result, the museum was able to participate in a tourism initiative created through the Central Counties Tourism group, called 'The Anne & Maude Experience'. The museum program was a great success, drawing in new visitors during a time of recovery from pandemic restrictions.

While other public facilities have been used for filming, public access and programming remain a priority for these sites. The Chestnut Hill Developments Recreation Complex, the Dr. Nelson F. Tomlinson Community Centre, and the Greenwood Community Centre, are popular sites for production parking, provided there is no disruption to on-site programming.

Eclectic Urban Neighbourhoods:

Over the past few years, Pickering has seen a rise of filming events for TV Commercials. Our urban neighbourhoods offer a variety of residential styles and locations, ranging from farmhouses and mid-century modern homes, to modern executive dwellings. In 2022, TV commercials represented upwards of 50% of all permitted filming events in the City.

The City collects a permit fee for use of our roads. Hourly rates are charged for use of our facilities, and daily rates are charged for use of our parks. But, the largest portion of production expenditures goes directly into the hands of our private property owners. A production may pay upwards of \$15-20 thousand dollars over the course of a few days to rent out private homes and driveways, and compensate for potential disturbance in the neighbourhood.

Pickering hosts the Largest Backlot in Canada:

In 2018, the Film Liaison began a gap analysis exercise, to identify potential areas of service improvement to the Film & Television industry. In particular, staff looked for opportunities to rent municipally owned land in central or north Pickering for use as production base camps, parking, or as a rural location for filming. A 90 acre parcel (now known as 3800 Sideline 32) was identified, and was offered to a production for filming one season of the new Amazon TV Series – Jack Reacher.

Significant investment was made by the Jack Reacher production to install a 22 acre, 'small town' film set. Before the end of Jack Reacher's one year lease, the City was approached by William F. White (WFW), Canada's largest provider of film & television equipment and owners of over 1 million square feet of production space. WFW proceeded to purchase the assets of the Jack Reacher set, and a new land lease was entered into with the City for a term that could extend to 2030. It was revealed that Pickering was now home to the largest backlot in Canada, and is now being promoted globally to the Film & Television industry. The backlot will generate approximately \$3.6 million in lease revenues over the term of the lease agreement, and will be restored to fallow field condition in anticipation of the City constructing a District Park for the Seaton community.

WFW, a wholly owned subsidiary of Sunbelt Rentals, operates with a mandate to implement sustainable business practices. As such, their lease requires submission of an annual report, detailing sustainable initiatives implemented on the filming backlot. The 2022 report (see Pickering Backlot ESG Report, Attachment #1) outlines several sustainability initiatives implemented by WFW to date, including:

-
- use of re-usable construction materials to maintain and construct structures on the backlot;
 - installation of recyclable, weather resilient cladding on the rear of backlot façades;
 - responsible management of on-site oils and fluids to protect for future uses of the site;
 - plans to install bird houses to safely house endangered barn swallows, and encourage their relocation from active sets on the site;
 - waste management program including cardboard recycling and use of local waste to energy Materials Recovery Facility services;
 - construction of an onsite garden centre to create compost from the mulching of dead trees and plants on the site;
 - upgrade of drainage systems on site to diminish ground erosion, and ensure surface water is appropriately directed, as advised by the City and the Toronto and Region Conservation Authority; and
 - installation of a 26kWh MovieQuiet Battery Pack to provide zero-emission power for backlot operations as well as being available for rent by tenants.

Despite the time set aside for site renovations, WFW hosted 15 productions with 74 total production days on the backlot in 2022. Activity in 2023 has already shown signs of increased use, and we anticipate the number of filming days on the backlot will continue to increase now that site improvements are largely completed, and marketing of the site continues to reach potential users across the globe.

TriBro Sandy Beach Road Studio now open:

TriBro Sandy Beach Studios, located at 915 Sandy Beach Road, opened its doors in May of 2022, and is Pickering's first film & television production studio. The existing 180,000 square foot facility was fully retrofitted, and boasts 3 sound stages, carpentry and paint shops, 30,000 square feet of production offices, and ancillary space for catering, costumes, hair and make-up and more. At 15,000 square feet each, the sound stages serve the mid to smaller sized Film & Television productions. All sizes of sound stages are in high demand across the GTHA, with some spaces booked years in advance. This Pickering studio also has the potential to drive up the number of Film Location Permits issued by the City, as productions discover our community for the first time, and end up using our roads and facilities while in town at the Sandy Beach Studios.

The City has been advised of future plans for this site with the construction of more sound stages, and an upgrade to the facility entrance, to further elevate the profile of this studio.

The proposed TriBro Studios on Durham Live lands are contemplated to contain larger sound stages, and would be a complement to the Sandy Beach Studio, should it proceed to be developed.

Pickering is a Film Friendly Community

It is very rare that a resident or business calls in with concerns related to filming events. This is, in large part, a result of the public notification requirements being a condition of Film Location Permit approval. Gaining the respect and satisfaction of the host community is a high priority for the Film & Television industry. Happy communities equal quicker permitting, more opportunity

to use sought after locations, and the greater chances of producing a filming event on time, and on budget. When a complaint does arise, the production company resolves the concerns as quickly as possible, to the satisfaction of the resident or business, and the City of Pickering.

As an example, residents on a popular rural Concession Road reported loving it when their section of road is closed to traffic for filming. For them, it means a break from speeding cars, and productions also often pay to rent their driveways. It is a common practice for productions to personally deliver gifts as a thank you for being allowed in the neighbourhood, and in some instances, to offer hotel stays to residents, if an unavoidable disturbance to the resident is identified.

Marketing and Stakeholder Engagement

Historically, the City of Pickering has managed a reactive work program, responding to the request for approval of Film Location Permits.

As opportunities to grow Film & Television investment continue to be revealed, the City has begun to add proactive actions to our work program.

The Film Liaison now sits on various industry stakeholder committees, including the Durham Region Film & Television Advisory Committee, the Durham Film Liaison group, and weekly participation in the Municipal Film Office Town Hall meetings hosted by the Provincial Film Office, Ontario Creates.

Our association with Ontario Creates provides an opportunity for Pickering to be showcased to national and international Film & Television productions. In addition to their Ontario based film services, Ontario Creates employs an agent in Los Angeles to promote the Province of Ontario, and who participates in the weekly Town Hall meetings to provide updates on production scouting, US film union matters, and the work they do to promote Ontario locations.

Film Pickering Website:

The City's Film Pickering webpage continues to be enhanced with information beyond how to get a Film Location Permit. Our site provides links to permit application forms and payments, external resources, information on City of Pickering film policies, testimonials, and local film news.

Film Pickering Brand:

A new 'Film Pickering' brand was launched in February 2023, and has been implemented on the Film Pickering webpage, and in a pop up banner for use at film industry events.

Communications:

With the assistance of the Corporate Communications Department, social media posts have been published promoting Film Pickering news and events.

Local Supply Chain Growth:

The Film & Television industry can spend thousands of dollars in a community through the purchase of local products and services, revenues that go directly into the pockets of our local business community. Critical to becoming a service provider is understanding how the Film & Television industry does business, what products and services they purchase, how a business qualifies to sell to the industry, and knowledge of best practices and policies to adopt, in order to become a trusted partner in this supply chain network.

On February 23, 2023, the City hosted a supply chain event, "Your Business. Their Next Film." Delivered in partnership with all Durham municipal Film Liaisons, the Region of Durham Film Commission Office, and all Durham Boards of Trade and Chambers. This event received 250 registrations, and despite the large snow event the evening prior, 140 businesses still attended. Both the Region of Durham Film Commissioner and the City of Pickering Film Liaison presented on how and why municipalities support the Film & Television industry, and five industry experts from Toronto formed a panel sharing their knowledge and advice on becoming part of the supply chain. Excerpts from post event comments included:

"I am awestruck by all the work programs and depth of commitment in Pickering and Durham. I left the meeting with a great sense of pride to live here." S. Fournier, Pickering resident and ACTRA member/performer.

"That was an excellent event. We are a supplier currently to the film industry and my son is an IATSE member but I still learned things!! Wow, how great is that." D. Ruggles, President, Triden Industries, Pickering.

A Film & Television event in 2024 will target the sourcing of film locations; what locations are needed; and how to get them listed in the Provincial Locations Library.

Opportunities and Challenges for Film & Television growth Pickering**Formalizing a Pickering Film Office:**

Many actions have already been undertaken to formalize a Pickering Film Office within the City's organizational structure, but ongoing investment of staff resources and financial support will be required. Establishing a Film Office would serve to elevate our investment profile to the film industry, support long-term planning, and will require:

- full-time staff solely dedicated to an approved film program;
- designated budget to deliver a full Film & Television industry work program, including:
 - marketing (branding, sizzle reel video, still photography inventory);
 - online location inventory tool;
 - industry research to track trends, incentives, etc.;
 - attendance at film industry events (Toronto, Ottawa, California, etc.);
 - external advertising in film & television industry publications; and
 - preparation of investment packages to support investment attraction.

Administrative Actions:

In order to regulate the activities of filming events, and given the expected growth of the industry in Pickering, staff are drafting the City's first Filming By-law. This, together with an updated Standard Operating Procedure and certain Corporate Policies, will clarify Pickering's legal position when dealing with the industry, and give direction to the Film & Television industry on the legal requirements to operate within the City of Pickering.

This Filming By-law is intended to be brought forward to Council for consideration prior to this year's summer recess of Council.

Film Industry incentives:

Pickering currently sits within that part of the GTHA area that is not eligible for a 10% bonus tax credit to productions, for domestic labour. Staff recommend the continued support of the Regional Film Commission efforts to lobby the Province of Ontario for an adjustment to the 10% bonus tax credit zone, through the efforts of City staff, the Mayor's office, and Council Members.

New Brick and Mortar Investment:

There is an urgent need for more production studio space across Ontario, a province that is rich in talent and labour force expertise in the Film & Television industry. Despite recent announcements on the expansion of numerous studios in the Toronto Portlands' area, there is still demand for even more brick and mortar development throughout the Province.

With Pickering being 'in the Zone', a review of available developable lands may be warranted, to specifically target new investment by the Film & Television industry. Beyond the construction of new sound stages, there is an opportunity to explore the needs of new technology advancements in the industry, including Visual Effects, Virtual Reality, and Animation, to name a few.

Installation of power drops to provide access to the power grid:

The film industry has embraced a focus on sustainable operational practices. Ontario Creates has responded with the Ontario Green Screen program that looks at ways to adopt sustainable practices for filming, and in particular, gaining access to local power grids to get productions away from the need of using gas fired generators while on set. Last year, the City of Toronto paid for the installation of several power drops in prime film production locations, relieving neighbourhoods of the noise and smell of gas generators, and reducing the consumption and costs of using fossil fuels. WFW has expressed their interest in hooking up the filming backlot to the power grid, but the costs are prohibitive at this time given the lack of power infrastructure at the backlot location. They have asked the City and/or Region of Durham to consider contributing to these costs.

The potential challenges to filming from new development projects:

Pickering is still able to support the temporary closure of many rural roads - a service that is diminishing throughout the GTHA, as development projects for new housing and commercial developments continue to grow throughout the Province. This loss of rural roads may also eventually affect our ability to offer the choice of rural roads we now promote.

Staff is working to develop a mapping layer in the Open Data Portal to give a visual picture of where, and how often, filming is happening within neighbourhoods. This tool will support reporting of filming events to Council and the general public, and give staff early warnings on potential 'film fatigue' in neighbourhoods.

Filming at Pickering's waterfront:

The City receives numerous enquiries each year, regarding the use of our pristine waterfront for filming. While we recognize this location as a prime Film & Television location, the City may wish to identify a balance between supporting filming events at the waterfront, while continuing to protect the waterfront in favour of public uses.

The restoration and redesign work planned for the beachfront west of Millennium Square, and the limits on parking at the waterfront, will decrease the opportunities for filming events. As an incentive, the new waterfront on-street parking fees are being waived for filming events. Despite this incentive, and as a good will gesture to the community, last year some productions chose to pay the parking fees anyway.

The Film Liaison will continue to monitor the impacts of on-street parking during filming events and be prepared to address any concerns in a timely manner, to the satisfaction of the residents or business owners.

In Conclusion

Pickering is a fast growing community of choice for the Film & Television industry in the GTHA.

Work completed to date reflects the mandate of the City's Cultural Strategic Plan, to increase investment in cultural development, and strengthen culture-led economic development. Relationships built with the Film & Television industry to date, have resulted in new investment, job creation, and an elevated community profile for Pickering promoted across the globe.

As we move toward the future of Film & Television, Pickering has an opportunity to take actions that will enhance the growth of this industry within our community, the Region of Durham and the Province of Ontario. In the weeks ahead, staff anticipate bringing forward the City's first Filming By-law prior to the 2023 summer recess for Council's consideration.

Attachment:

1. Pickering Backlot ESG Report

Prepared By:

Approved/Endorsed By:

Original Signed By

Original Signed By

Catherine Hodge
Senior Coordinator, Development Liaison

Catherine Rose, MCIP, RPP
Chief Planner

Original Signed By

Kyle Bentley, P. Eng.
Director, City Development & CBO

CH:ld

Recommended for the consideration
of Pickering City Council

Original Signed By

Marisa Carpino, M.A.
Chief Administrative Officer



Pickering Backlot ESG Report

February 27, 2023

- William F. White International is honoured to be the temporary custodian of such a rich and biodiverse section adjacent to the Greenbelt.
- We are committed to “No Trace Camping” whereby we will use and enjoy the space, but ultimately return it to its former, pristine nature.
- As part of the Sunbelt Rentals world, we subscribe to the corporate moto of Planet, People and Profit...in that order.



No Trace Camping refers to the name of the production company responsible for the Academy Award-winning feature film *The Room*, which WFW supported.

On site Circularity

- We tapped into the circular economy in procuring building materials for one of the BL sets.
- Lumber from deconstructed sets in Toronto was used to build the Margate Gas Station and any/all reusable materials left by production are always put to use.



- Creating a weather resilient “skin” for the Backlot structures had been essential in mitigating the risk of water damage, and to a certain extent limiting potential fire damage.
- We have deployed recyclable vinyl siding to extend the life of exposed lumber instead of using chemical water sealants.



Zero-Emission Power

- We have situated a 26kWh MovieQuiet Battery Pack at the Backlot, where it will live and provide zero-emission power for operations as well as being available for rent by tenants.



Lower Impact...

- Mindful of local biodiversity and that the Backlot will one day be returned to its agricultural use or a community sports park, all oils and fluids from our equipment are properly recycled and emergency spill kits are always checked for readiness and close at hand.
- We've implemented a low salt policy for winter maintenance which will reduce damaging run-off, manage soil integrity and protect the sets (therefore eliminating the need for further material use).
- There are plans to build bird houses on site to relocate Barn Swallows (an endangered species) away from the sets.

- Film and television production generates significant waste and its management is of paramount importance.
- Cardboard is recycled and tenants are encouraged to utilize Pickering's waste-to-energy MRF.
- We have constructed a small garden center to mulch plants and dead trees to create compost.



WFW in the Community

- We were on hand this past November in support of the Durham College careers day, where we provided equipment and expertise to the event.
- Workforce development is a key issue for not only Durham Region, but the entire Ontario film and television production industry.



C02 Reduction

- T-4 800A/100kWh Battery hybrid generators will work to reduce fuel consumption and associated GHG emissions.
- Once we have additional inventory, we can compel tenant productions to use carbon-reduced technology on site.



The Future of Backlot Power

- The City of Toronto recently funded two “Power Drops” at highly trafficked basecamp locations.
- We have made overtures to the Region of Durham and the City of Pickering and plans approach the Province for funding assistance to work with Elexicon to create a Backlot power drop.

