



Executive Committee Agenda
Tuesday, October 11, 2016
Council Chambers
2:00 pm
Chair: Councillor Brenner

Anything **highlighted** denotes an attachment or link. By clicking the links on the agenda page, you can jump directly to that section of the agenda. To manoeuvre back to the agenda page use the Ctrl + Home keys simultaneously, or use the “bookmark” icon to the left of your screen to navigate from one report to the next.

(I) Disclosure of Interest **Pages**

(II) Delegations

1. Mustafa Munawar
Re: Parking Concerns in the Duffin Height Community

(III) Matters for Consideration

1. **Director, Corporate Services & City Solicitor, Report AS 01-16** 1-39
Animal Shelter Commercial Lease
-1688 Highway No. 7

Recommendation

1. That the Mayor and City Clerk be authorized to enter into a new Commercial Lease with Transport Canada for the Pickering Animal Shelter, located at 1688 Highway 7, Brougham, for a period of three years, with an option to renew for two more years;
2. That the Mayor and City Clerk be authorized to execute the Commercial Lease as set out in Attachment 1 to this Report, subject to minor revisions agreeable to the Director, Corporate Services & City Solicitor; and
3. That the appropriate City of Pickering officials be authorized to take the necessary actions as indicated in this report.

2. **Director, Corporate Services & City Solicitor, Report CLK 06-16** 40-53
City Policy ADM 050 – Freedom of Information and Protection of Privacy Policy

Recommendation

That Council approve revised City Policy ADM 050, Freedom of Information and Protection of Privacy Policy (Attachment 1).

3. **Director, Culture & Recreation, Report CR 10-16** 54-69
Community Engagement Strategy
-Annual Status Report

Recommendation

That Council receive for information the annual status report to the City of Pickering Community Engagement Strategy (Priorities for 2015/16) as per Attachment 1.

4. **Director, Culture & Recreation, Report CR 11-16** 70-83
Consulting Services for a Recreation & Parks Master Plan and
Skateboard Park Strategy
-Request for Proposal No. RFP-10-2016

Recommendation

1. That Proposal No. RFP-10-2016, for Consulting Services for a Recreation & Parks Master Plan and Skateboard Park Strategy, submitted by Monteith Brown Planning Consultants in the amount of \$194,321.02 (HST included) be accepted;
2. That the total gross project cost of \$213,753.00 (HST included), including the amount of the proposal and other associated costs, and the total net project cost of \$192,491.00 (net of HST rebate), be approved;
3. That Council approve the use of funds from account 5780.1505 that were approved for upgrades and repairs to the skateboard facility at Diana, Princess of Wales Park, for the Skateboard Park Strategy component of the Recreation & Parks Master Plan;
4. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$192,491.00 as follows:
 - a) The sum of \$31,250.00, as provided for in the 2016 Current Budget Culture & Recreation Administration, be increased to \$34,135.00 to be funded from property taxes;
 - b) The sum of \$93,750.00, as provided for in the 2016 Current Budget Culture & Recreation Administration, be increased to \$102,406.00

to be funded by a transfer from the Development Charges Reserve Funds-Growth Studies (DCRF);

- c) The sum of \$55,950.00, as provided for in the 2015 Capital Budget Parks, to be funded by a transfer from the Rate Stabilization Reserve; and

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

- 5. **Director, Culture & Recreation, Report CR 12-16** 84-100
Canada Cultural Spaces Fund
-Conservation Barn Reconstruction Project

Recommendation

- 1. That Council endorse the City of Pickering's application to the Canada Cultural Spaces Fund for the Conservation Barn Reconstruction Project by way of a Council resolution;
- 2. That a copy of this report be forwarded to Jennifer O'Connell, MP Pickering - Uxbridge; and
- 3. That the appropriate officials of the City of Pickering be authorized to take necessary actions as indicated in this report.

- 6. **Director, Engineering & Public Works, Report ENG 09-16** 101-116
Northern Roads Hard Surfacing Strategy

Recommendation

- 1. That the Northern Roads Hard Surfacing Strategy, identifying candidate existing loose surface roads to be upgraded to hard surface roads, from north of Taunton Road to the Uxbridge Pickering Townline, be endorsed by Council;
- 2. That Council consider funding for candidate roads selected for the Northern Roads Hard Surfacing Strategy through the annual budget process; and

3. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
7. **Director, Engineering & Public Works, Report ENG 22-16** 117-128
Browning Avenue Storm Sewer Replacement
Tender No. T-13-2016

Recommendation

1. That Tender No. T-13-2016 Browning Avenue Storm Sewer Replacement as submitted by Ambler & Co. Inc. in the total tendered amount of \$290,940.53 (HST included) be accepted;
2. That the total gross project cost of \$331,139.00 (HST included), including the tendered amount and other associated costs, and the total net project cost of \$298,201.00 (net of HST rebate) be approved;
3. That Council authorizes the Director, Finance & Treasurer to finance the net project cost in the amount of \$298,201.00 as follows:
 - a) the sum of \$174,000.00 as provided for in the 2011 Capital Budget - Stormwater Management be financed by the issue of debentures by The Regional Municipality of Durham over a period not to exceed five years;
 - b) the sum of \$74,644.00 as provided for in the 2011 Capital Budget - Stormwater Management to be funded by a transfer from the Federal Gas Tax Reserve Fund;
 - c) the sum of \$170.00 to be funded from property taxes;
 - d) the sum of \$44,448.00 as provided in the 2011 Capital Budget – Development Projects to be funded by a transfer from the Development Charges City's Share Reserve;
 - e) the sum of \$4,939.00 as provided in the 2011 Capital Budget – Development Projects to be funded by a transfer from the Development Charges Stormwater Management Reserve Fund;
 - f) the financing and annual repayment charges in the amount of approximately \$38,265.00 be included in the annual Current

Budget commencing in 2017 or subsequent year in which the debentures are issued and continuing thereafter until the debenture financing is repaid;

- g) the Treasurer be authorized to make any changes, adjustments, and revisions to amounts, terms, conditions, or take any actions necessary in order to effect the foregoing;
- 4. That the draft by-law attached to this report be enacted; and
- 5. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
- 8. **Director, Engineering & Public Works, Report ENG 23-16** 129-137
Tender for Squires Beach Road & Clements Road
Intersection Improvements & Signalization
Tender No. T-3-2016

Recommendation

- 1. That Tender No. T-3-2016 for Squires Beach Road & Clements Road Intersection Improvements & Signalization as submitted by Montgomery MacEwan Contracting in the total tendered amount of \$425,742.56 (HST included) be accepted;
- 2. That the total gross project cost of \$623,691.00 (HST included), including the tender amount and other associated costs, and the total net project cost of \$561,653.00 (net of HST) be approved;
- 3. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$561,653.00 as follows:
 - a) the sum of \$10,000.00 for the land acquisition as provided in the 2016 Capital Budget – Development Projects to be funded by a transfer from the Development Charges City's Share Reserve;
 - b) the sum of \$137,913.00 as provided in the 2016 Capital Budget – Development Projects to be funded by a transfer from the Development Charges City's Share Reserve;

- c) the sum of \$413,740.00 as provided in the 2016 Capital Budget – Development Projects to be funded by a transfer from the Development Charges Roads & Related Reserve Fund; and

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

9. **Director, Finance & Treasurer, Report FIN 18-16** 138-141
Section 357/358 of the *Municipal Act* – Adjustment to Taxes

Recommendation

1. That the write-off of taxes as provided for in Attachment 1, in accordance with Sections 357/358 of the *Municipal Act*, 2001 be approved; and
2. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

10. **Division Head, Human Resources, Report HR-001-16** 142-187
Respect in the Workplace Policy
-HUR 070

Recommendation

That Council approve amendments to the Respect in the Workplace Policy, as set out in Attachment 1, in order to comply with the requirements of the *Occupational Health & Safety Act*.

11. **Director, Corporate Services & City Solicitor, Report LEG 06-16** 188-191
Duffin Heights Mixed Use Corridor Land Dispositions

Recommendation

1. That the City-owned lands in the Duffin Heights Development Area fronting on Brock Road south of Dersan Street (as shown on Attachment 1) be declared surplus to the needs of the City.
2. That City staff be directed to take such steps and do such things as are necessary to effectively market and sell the said lands, and that the sale be exempt from the requirements of the City's Acquisition and Disposal of Land Policy so as to permit the more effective marketing thereof.

City of
PICKERING

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3. That, prior to entertaining Offers to Purchase, City staff report back to Council to provide information concerning the manner in which staff proposes to market and sell the lands.
4. That the proceeds of sale of the lands be transferred to the City's Operations Center Reserve Fund in accordance with paragraph 17 of Council budget resolution 143/16.
5. That the appropriate City of Pickering officials be authorized to take the necessary actions as indicated in this report.

(IV) Other Business

(V) Adjournment

From: Paul Bigioni
Director, Corporate Services & City Solicitor

Subject: Animal Shelter Commercial Lease
- 1688 Highway No. 7
- File: S-3010

Recommendation:

1. That the Mayor and City Clerk be authorized to enter into a new Commercial Lease with Transport Canada for the Pickering Animal Shelter, located at 1688 Highway 7, Brougham, for a period of three years, with an option to renew for two more years;
 2. That the Mayor and City Clerk be authorized to execute the Commercial Lease as set out in Attachment 1 to this Report, subject to minor revisions agreeable to the Director, Corporate Services & City Solicitor; and
 3. That the appropriate City of Pickering officials be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: The Pickering Animal Shelter has operated from this location for the past five years. Unless and until a new animal shelter is constructed, the existing location continues to be the best option available to meet the needs for shelter operation. Staff therefore recommend that the new lease (Attachment 1) be approved.

Financial Implications: The rent provisions for the new lease are set out below. They represent a total increase of 2.5% per annum over the rental rate for 2016. The new lease would obligate the City to pay \$47,186.20 over the course of the three-year term. If the City exercises the option to renew the new lease for the two-year extension period, the additional obligation would total \$33,456.32.

Lease Year One:	December 1 st , 2016 to November 30 th , 2017	\$13,576.92, plus HST (equal monthly installments of \$1,278.49)
Lease Year Two:	December 1 st , 2017 to November 30 th , 2018	\$13,916.40, plus HST (equal monthly installments of \$1,310.46)

Lease Year Three:	December 1 st , 2018 to November 30 th , 2019	\$14,264.38, plus HST (equal monthly installments of \$1,343.22)
Option to Extend,		
Lease Year One of the first extension period:	December 1 st , 2019 to November 30 th , 2020	\$14,620.92, plus HST (equal monthly installments of \$1,376.80)
Lease Year Two of the first extension period:	December 1 st , 2020 to November 30 th , 2021	\$14,986.44, plus HST (equal monthly installments of \$1,411.22)

Discussion: In 2011, the City entered into a three-year Commercial Lease with Transport Canada, for rental of the property located at 1688 Highway 7, Brougham, for its use as the Pickering Animal Shelter.

In December 2014, the City exercised its option to renew the lease for an additional two years. The two-year renewal term expires on October 30, 2016. In order to remain in possession of the existing Animal Shelter premises, the owner, Transport Canada, requires that the City enter into a new lease.

The existing Animal Shelter location continues to be the best option available to meet the City's needs at this time. Transport Canada has provided a new lease form (Attachment 1) which sets out the new rental rates and a new three-year term plus a two year right of renewal. The other provisions of the new lease are substantially the same as those contained in the City's existing lease and are acceptable to the Director, Corporate Services & City Solicitor.

Attachments:

1. Transport Canada Commercial Lease

Prepared By:



Lindsey Narraway
Supervisor, Animal Services

Approved/Endorsed By:



Paul Bigoni
Director, Corporate Services & City Solicitor

KT:ks

Recommended for the consideration
of Pickering City Council



Sept. 22, 2016

Tony Prevedel, P.Eng.
Chief Administrative Officer

ATTACHMENT# 1 TO REPORT# AS 01-16
1 .of. 36

PIN 614728

COMMERCIAL LEASE

**1688 Highway 7
Brougham, Ontario
L6B 1A8**

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**

AND

**THE CORPORATION OF THE CITY OF
PICKERING**

ATTACHMENT # 1 TO REPORT # AS 01-16
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Schedule "A" Description of Land

Schedule "B" Plan of Site (Showing all Existing Improvements)

THIS LEASE made as of the 1st day of DECEMBER, 2016 of 36

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented
by the Minister of Transport (the "Landlord")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF PICKERING, a municipal
corporation incorporated pursuant to the laws of the Province of Ontario
(the "Tenant")

OF THE SECOND PART

WHEREAS the Premises are part of lands expropriated by Her Majesty for the purpose of
an airport;

AND WHEREAS it is deemed expedient that the Premises be leased for so long as they
are not required for public purposes;

THIS AGREEMENT WITNESSES that, in consideration of the Premises, the mutual
covenants and agreements herein contained and subject to the terms and conditions
hereinafter set out, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions

When used in this Lease, unless the context otherwise requires, the following expressions
have the meaning hereinafter set forth.

"Additional Improvement" means any structure, fixed equipment or fixed
machinery constructed on or affixed to the Land after the Date of Commencement
and includes any alteration or replacement of any such Additional Improvement.

"Additional Rent" means any sum of money or charge required to be paid by the
Tenant under this Lease, other than Rent.

"Architect" means a person who is appointed by, but who is at arm's length with,
the Tenant and is as an architect in the Jurisdiction.

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in
the Jurisdiction.

"Claims" means any claims, proceedings, actions, judgments, executions and
liabilities.

"Costs" means all expenses, losses, charges and payments relating to an event and
includes any professional, consultant and legal fees (on a "solicitor/client" basis).

"Damage" means any loss of or damage to property and includes loss of profits or
revenue; or loss of tenants, lenders, investors or patrons, direct, indirect, incidental,
special, exemplary or consequential damage, interference with business operations,
inability to use any part of the Premises, and Costs.

"Date of Commencement" means the 1st day of December, 2016.

"Deleterious Substance" means any substance which is deleterious or hazardous
to persons; animals, fish, plants, property, soil, water or the environment, including
pesticides and herbicides.

"Engineer" means a person who is appointed by, but who is at arm's length from the Tenant and is licensed to practice public engineering in the Jurisdiction.

"Event of Bankruptcy" means, with respect to a Person,

(a) whenever any resolution or action is taken or consented to in respect of its liquidation, dissolution or winding-up, whether by extra-judicial means or under any statute of any applicable jurisdiction, or an assignment is made for the benefit of its creditors or an assignment in bankruptcy is filed under the Bankruptcy and Insolvency Act (Canada) or any successor legislation or any comparable statute of any applicable jurisdiction, or any resolution or action is consented to or taken in respect of a proposal for any reorganization, arrangement, or extension of time in respect of any of its debts or obligations, whether by extra-judicial means or under the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada) or any successor legislation or any comparable statute of any applicable jurisdiction;

(b) whenever a trustee, receiver or agent for a secured creditor, or other Person with similar powers is appointed for any substantial portion of its properties or assets, whether by a court or by extra-judicial means; or

(c) whenever a petition or other legal process in respect of its bankruptcy, insolvency, liquidation, dissolution or winding-up is filed against it, unless the same is dismissed or discharged within sixty (60) days.

"Existing Improvement" means any structure, fixture, fixed equipment and fixed machinery constructed on or affixed to the Land on the Date of Commencement and includes any alteration or replacement of such Existing Improvement.

"Force Majeure" means a strike, lockout, riot, insurrection, war, fire, tempest, Act of God or lack of material causing a delay, notwithstanding the best efforts of the party delayed, in the performance of any obligation under this Lease.

"HST" has the meaning ascribed in Section 8.03.01.

"Injury" means any personal injury including any personal discomfort, libel, slander, invasion of privacy, discrimination, wrongful entry and eviction, and any bodily injury including death resulting therefrom and whether the death occurs before or after the end of the Term.

"Interest Rate" means, during any part of a Lease Year, the Bank of Canada prime rate applicable on the date of default plus two percent (2%).

"Jurisdiction" means the Province of Ontario.

"Land(s)" means the land described in Schedule "A".

"Law(s)" means law, regulation, order, decision, policy, directive or rule, and similar enactments and statements, and shall be read, where applicable, as being "relevant as made or amended from time to time".

"Lease Year" means a twelve-month period commencing on December 1 and ending on November 30.

"Leasehold Improvements" means all equipment installed and alterations made by the Tenant or any Occupant which serve the Premises whether or not easily

disconnected or moveable, and includes production equipment, service equipment, all ceiling and wall fixtures and floor covering, but does not include trade fixtures.

"Leasehold Interest" means the right, title and interest of the Tenant in the Premises.

"Minister" means the Minister of Transport, Infrastructure and Communities and includes any of the following:

- (a) a Person acting for, or if the office vacant, in place of, the Minister of Transport, Infrastructure and Communities
- (b) his successors in office,
- (c) and his lawful deputy.

"Moveable Property" means chattels, goods, supplies and materials.

"Net Rent" means the Rent payable by the Tenant pursuant to Section 7.02.

"Other Taxes" means any tax or other charge including any fines or cost which are imposed against the Premises including local improvement charges and development charges and water, snow and sewer rates of every kind whatsoever that are imposed from time to time by any taxing authority save and except Real Property Taxes.

"Person(s)" means any individual, sole proprietorship, partnership, corporation, trust or government authority, howsoever designated.

"Premises" means the Land, all Existing Improvements, all Additional Improvements, and all Utilities serving the premises.

"Real Property Taxes" means all taxes and assessments (excluding local improvement charges and development charges and water, snow and sewer taxes and rates), of every kind whatsoever that are imposed from time to time by any taxing authority, whether federal, provincial, municipal, school or otherwise or which would have been so imposed but for any attribute of the Landlord which resulted in an exemption or partial exemption therefrom against:

- (a) the Premises; and
- (b) includes any taxes or other amounts, which are imposed instead of, or in lieu of, or in addition to, any such taxes and assessments.

"Rent" means all Net Rent and Additional Rent collectively.

"Replacement Costs of the Improvements" means the costs to replace the Existing, Additional and Leasehold Improvements to the condition immediately prior to the happening of an event of damage or destruction.

"Subject Property" means the Land and all Existing Improvements as shown in Schedule "B".

"Term" has the meaning ascribed to it in Section 4.01.01.

"Utility(ies)" means utilities and services, and all related systems, facilities and equipment.

"Work" means all material and services furnished or performed pursuant to this Lease including all the maintenance, repair, alterations and replacement of all Existing Improvements, Additional Improvements and Leasehold Improvements.

Section 1.02 Extended Meanings

- 1.02.01 Where this Lease provides that the Tenant shall "ensure" a covenant or obligation of an Occupant, Transferee or Leasehold Mortgagee ("Transferee") or provides that the Tenant agrees to a specific matter on behalf of a Transferee, the obligation of the Tenant shall be deemed to have been performed if the Tenant has obtained from such transferee an agreement no less stringent, and in the event of a breach of such agreement by the Transferee, the Tenant has used diligent efforts to enforce such agreement, including the prosecution of legal proceedings.
- 1.02.02 In this Lease "includes" means "includes without limitation" and each obligation or agreement of either party is considered a "covenant", and all references in this Lease to laws, policies, schedules, manuals, directives, specifications and similar enactments and statements shall be read, where applicable, as being "relevant as replaced or amended from time to time", and, with regard to the Premises and the Land, "in" shall be read as "on", "in", "over", "under", "through" or "across".
- 1.02.03 Words importing the singular number include the plural number and vice versa and words importing gender include the masculine, feminine and neuter genders.
- 1.02.04 If the day on which any act or payment is required to be done or made under the terms of this Lease is a day which is not a Business Day, then such act or payment is duly done or made if done or made on the next following Business Day.

Section 1.03 Entire Agreement

This Lease constitutes the entire agreement between the Landlord and the Tenant and supersedes and revokes all previous arrangements, including pre-contractual representations, if any, whether oral or in writing, between the parties hereto.

Section 1.04 Schedules

The following Schedules are attached to and from part of the Lease:

Schedule "A" Description of Land

Schedule "B" Plan of Site (showing all Existing Improvements)

Section 1.05 Law

This Lease shall be interpreted in accordance with the laws in force in the Jurisdiction, subject so long as Her Majesty is the Landlord, to any Federal Crown prerogative and any paramount or applicable federal law.

Section 1.06 Time of the Essence

Time is of the essence of this Lease except as otherwise expressly provided herein.

ARTICLE 2 - GRANT

Section 2.01 Grant

In consideration of the rents, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises in "as is" condition for the Term.

ARTICLE 3 - USE

Section 3.01 Use

The Tenant shall use the Premises as an Animal Services Shelter and for no other purpose whatsoever and shall comply with all Laws in such use. The Tenant agrees that it has examined the Premises and is familiar with the condition and permitted use thereof.

Section 3.02 Nuisance

The Tenant shall not do, suffer or permit to be done any act or thing on the Premises which constitutes a nuisance to any Person on any lands or premises or to the public generally.

Section 3.03 Signage

The Tenant shall not, on or after the Date of Commencement, construct, erect, place or install on the outside of or on the Premises any new or additional poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Landlord, which consent shall not be unreasonably withheld. Only free-standing pylon signage will be approved by the Landlord. Signage attached to the building will not be approved.

ARTICLE 4 - TERM

Section 4.01 Term and Landlord's Right to Terminate

4.01.01 The term of this Lease shall be for a Three (3) Year period ("Term"). The Term commences on December 1st, 2016 and terminates on November 30th, 2019.

4.01.02 During the Term of this Lease, neither Party may terminate this Lease. In the event the Option to Extend, pursuant to s. 4.07 is exercised, either Party may terminate this Lease at any time during the extended term for any reason by giving the other Party one year notice in writing.

Section 4.02 Surrender or Termination

4.02.01 On expiry of the Term or any period of overholding, or on surrender or sooner determination of this Lease, the Tenant shall surrender and deliver up to the Landlord vacant possession of the Premises in the state of good order, condition and repair in which, by this Lease, the Tenant has covenanted to keep them during the Term, and free and clear of all mortgages, charges or encumbrances created by the Tenant or its assignees, and of all Deleterious Substances, and all rights of the Tenant under this Lease shall then terminate.

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7 of 36**Section 4.03 Removal of Moveable Property**

- 4.03.01 Except as otherwise provided in this Lease, the Tenant shall, on expiry of the Term or any period of overholding, or on surrender or sooner determination of this Lease, forthwith remove from the Premises all Moveable Property and, shall also, to the satisfaction of the Landlord, repair all damage to the Premises by reason of the installation or removal thereof, without compensation. Unless the Landlord so requests, no Moveable Property shall be so removed until all Rent due or to become due under this Lease is fully paid. The Tenant hereby agrees that if it fails to effect such removal forthwith, that the said Moveable Property shall be deemed abandoned and worthless, and that the Landlord may, in Her absolute and unfettered discretion immediately dispose of the Moveable Property in any manner She sees fit, all without service of notice by the Landlord or resort by Her to any legal process, and without Her being considered guilty of trespass or becoming liable for any loss or Damage. The Tenant further agrees to indemnify the Landlord for all expenses incurred by Her, in effecting such removal, and in returning the Premises to a state of good order, condition and repair.

Section 4.04 Removal of Improvements

- 4.04.01 Subject to Section 16.05, all Existing Improvements, Additional Improvements and Utilities shall be fixtures to the Premises and shall become the absolute property of the Landlord on the expiry of the Term or any period of overholding, or on the surrender or early termination of this Lease, without any compensation to the Tenant.
- 4.04.02 Subject to Section 16.05, all Leasehold Improvements which are fixtures to the Premises shall become the absolute property of the Landlord on the expiry of the Term or any period of overholding, or on the surrender or early termination of this Lease, without any compensation to the Tenant.
- 4.04.03 At any time prior to expiry of the Term or expiry of any period of overholding or sooner determination of this Lease, or within six (6) months after such expiry or sooner determination, the Landlord may notify the Tenant in writing that the whole or any part of any Additional Improvement or any Leasehold Improvement", (the "Improvements") must be removed, in which event, removal will occur:
- (a) within (10) ten days of such notification where the Improvements are deemed by the Landlord to pose a safety or environmental concern, or
 - (b) prior to expiry of this Lease if the Landlord's notice is received prior to such the expiry, or
 - (c) within thirty (30) days of such notification, if the Landlord's notice is received on or after such expiry, or
 - (d) within thirty (30) days of such notification, in the event of any overholding.
- 4.04.04 The Tenant shall, at its own cost remove any Improvements and repair any damage made in constructing, erecting or removing any Improvements and leave the area upon which the Improvements were made in similar condition to that which existed prior to erection, installation or construction and in a clean, neat and tidy condition to the satisfaction of the Landlord.

Section 4.05 Obligations Survive Expiry, Surrender or Termination

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4.05.01

Notwithstanding the expiry, surrender or termination of this Lease in any manner,

- (a) the Tenant remains liable to the Landlord for any loss or damage suffered by the Landlord arising from this Lease, and
- (b) the obligations of the Tenant
 - (i) to indemnify and save harmless the Landlord with respect to liability by reason of any matter arising prior to the expiry, surrender or termination of this Lease, and
 - (ii) to respect the rights of the Landlord contemplated in Articles 16 and 17 and Sections 4.03 and 4.04, shall, notwithstanding any other provision of this Lease or any Law now or hereafter in force, continue in full force and effect until discharged whether before or after the expiry, surrender or termination of this Lease.

Section 4.06 Overholding

4.06.01 If the Tenant remains in possession of the Premises after the expiry of the Term or any extension thereof, whether with or without the consent of the Landlord, there shall be no tacit renewal or extension of this Lease. In this event, notwithstanding any statutory provision or legal presumption to the contrary, the Tenant shall be deemed exclusively to be occupying the Premises as a tenant at will, on the same terms as set forth in this Lease (including the payment of Rent), except that the monthly Net Rent shall be an amount equal to the aggregate of

- (a) one hundred and fifty percent (150%) of the Rent payable for the last month of the Term, and
- (b) Additional Rent for the current month, where applicable.

4.06.02 The Tenant shall promptly indemnify and save harmless the Landlord from and against any and all Costs incurred by Her as a result of the Tenant remaining in possession of the Premises after the expiry of the Term and the Tenant shall not make any counterclaim, against the Landlord.

Section 4.07 Option to Extend

4.07.01 Subject to the provisions of this Lease, if the Tenant pays for Rent and other sums herein provided when due, and punctually observes and performs all of the covenants, terms and conditions hereunder, and provided that the Tenant has given notice to the Landlord of its intention to exercise its Option to Extend not less than one year prior to expiration of the initial Term (or the extended Term as the case may be), the Landlord hereby grants the Tenant the right to extend the Term of this Lease for one further and consecutive period of two (2) years commencing upon expiration of the initial Term pursuant to the terms and conditions contained in this Lease, provided that:

- (a) the Tenant shall not be entitled to any improvement allowance or any payment, inducement, from the Landlord as a result of the Tenant exercising its Option to Extend; and
- (b) the Net Rent for the first extension period shall be the figures set out in subsection 7.02.04 of this lease, and for any subsequent extension periods, shall be the then prevailing fair market rent for similar lands located in Brougham, Ontario at the time the Tenant shall exercise its Options to Extend; and

- (c) the Premises are leased for the extension period, in "as is" condition as of the last day of the initial Term; and
- (d) the Tenant is The Corporation of the City of Pickering and is in possession and is conducting its business in the whole of the Premises for the whole of the initial Term (or extended Term as the case may be), in accordance with the provisions of this Lease; and
- (e) if the Tenant shall fail to serve the Landlord required notice within the time limit set out herein for extending the initial Term (or the extended Term as the case may be), then this Option to Extend shall be null and void and of no further effect; and
- (f) if the Tenant shall serve the Landlord required notice within the time limit set out herein for extending the initial Term (or the extended Term as the case may be), then the Tenant shall forthwith execute all documentation related to the extension of the Lease.

ARTICLE 5 - QUIET ENJOYMENT

Section 5.01 Quiet Enjoyment

- 5.01.01 Subject to the other provisions of this Lease, if the Tenant pays the Rent and other sums herein provided when due, and punctually observes and performs all of the covenants, terms and conditions hereunder, the Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by the Landlord or any other Person lawfully claiming under the Landlord.

ARTICLE 6 - NET LEASE

Section 6.01 Net Lease

- 6.01.01 The Tenant agrees that the Premises are leased in an "as is" condition and this Lease shall be an absolutely net lease to the Landlord except as expressly herein set out. The Tenant shall pay all charges and expenses of every kind, extraordinary as well as ordinary and foreseen as well as unforeseen, relating to:
- (a) its use and its occupancy of the Premises and its contents;
 - (b) the business carried on therein, and
 - (d) the carrying out of any construction or maintenance and the making of any alterations or repairs in the Premises by or for the Tenant during the Term or any extension thereof.
- 6.01.02 Notwithstanding s. 6.01.01, the Landlord shall be responsible for all structural and roof maintenance and repairs, save and except structural and roof repairs and maintenance resulting from the negligence or willful misconduct of the Tenant, its occupants, employees, invitees, and/or anyone for whom the Tenant is in law responsible. The Landlord, in Her sole discretion, acting reasonably, will determine the timing, necessity, extent, manner and materials to be used for any and all repair and maintenance obligations required under this subsection. The Landlord reserves the right to terminate this Agreement by giving the Tenant thirty (30) days written notice in the event that the Landlord determines, in Her sole discretion, that the cost of the structural and/or roof maintenance and repairs is excessive.

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6.01.03

The Tenant acknowledges that any amount and any obligation with respect to the Premises which is expressly declared in this Lease to be the responsibility of the Landlord shall be the responsibility of the Tenant to be paid or performed in accordance with the terms of this Lease.

ARTICLE 7 - RENT

Section 7.01 General Provisions

7.01.01 The Tenant covenants that it shall, during the Term or any extension thereof, pay to the Landlord Rent in accordance with the terms of this Lease.

Section 7.02 Rent

7.02.01 For Lease Year One:

Tenant shall pay Net Rent in the amount of \$13,576.92, plus HST for the period commencing **December 1st, 2016**, and ending **November 30th, 2017**, such Net Rent payable in advance on the first day of each and every month in equal **monthly** installments of **\$1,131.41, plus HST**.

7.02.02 For Lease Year Two:

Tenant shall pay Net Rent in the amount of \$13,916.40, plus HST for the period commencing **December 1st, 2017**, and ending **November 30th, 2018**, such Net Rent payable in advance on the first day of each and every month in equal **monthly** installments of **\$1,159.70, plus HST**.

7.02.03 For Lease Year Three:

Tenant shall pay Net Rent in the amount of \$14,264.38, plus HST for the period commencing **December 1st, 2018**, and ending **November 30th, 2019**, such Net Rent payable in advance on the first day of each and every month in equal **monthly** installments of **\$1,188.69, plus HST**.

7.02.04 In the event the Tenant exercises its Option to Extend pursuant to s. 4.07,

(a) For Lease Year One of the first extension period:

Tenant shall pay Net Rent in the amount of \$14,620.92, plus HST for the period commencing **December 1st, 2019**, and ending **November 30th, 2020**, such Net Rent payable in advance on the first day of each and every month in equal **monthly** installments of **\$1,218.41, plus HST**.

(b) For Lease Year Two of the first extension period:

Tenant shall pay Net Rent in the amount of \$14,986.44, plus HST for the period commencing **December 1st, 2020**, and ending **November 30th, 2021**, such Net Rent payable in advance on the first day of each and every month in equal **monthly** installments of **\$1,248.87, plus HST**.

Section 7.03 Manner of Payment

7.03.01 The Tenant shall pay all Rent and Additional Rent when due, without any prior demand therefore and without any set-off or alteration whatsoever, and the Tenant hereby waives the benefit of any statutory or other right in respect of any Claims, such payment to be made to the Receiver General for Canada at:

Transport Canada – Corporate Services
4900 Yonge Street, 3rd Floor Cashier

Toronto, Ontario
M2N 6A5

- 7.03.02 Any payment by the Tenant of any Rent, Net Rent, Additional Rent or an amount less than the monthly payment of Net Rent or Additional Rent, shall be credited to the earliest of any arrears of Rent.

Section 7.04 Interest on Arrears of Rent

- 7.04.01 If the Tenant fails to pay any amount of Rent on the date on which it becomes due and payable, the Tenant shall pay interest at the Interest Rate on any such amount, calculated from the date the Tenant was required to pay such amount to the date all arrears are paid. Such interest shall be deemed to be part of the Rent reserved in this Lease and the remedies available to the Landlord relating to Rent herein and at law shall apply mutatis mutandis thereto.
- 7.04.02 The Interest Rate applicable to any amount on which the Tenant is paying interest shall be the rate in effect at the close of business on the last Business Day of the previous month.
- 7.04.03 All interest shall be compounded monthly and shall apply retroactively from the date it is due.
- 7.04.04 In the event of non-sufficient funds or the Bank refusing to process the Landlord's request for payment for any other reason, the Tenant shall immediately issue a certified cheque which shall include any interest at the Interest Rate and an administrative charge to be set in accordance with the Landlord's current policy.

ARTICLE 8 - TAXES

Section 8.01 Payments in Lieu of Real Property Taxes

- 8.01.01 Her Majesty shall not be required to pay any and all taxes and assessments, including local improvement charges and development charges of any kind whatsoever that are imposed by the municipality against the Lands during the currency of this Agreement, including any taxes or other amounts which are imposed of, or in lieu of, or in addition to, any such taxes and assessments. Her Majesty acknowledges and agrees that the Lands will remain subject to assessment for municipal realty tax purposes. A municipal realty tax invoice must be rendered in the ordinary course in respect of the Lands, however, it will not be forwarded to Her Majesty and Her Majesty will not be required to pay it.

Section 8.02 Other Taxes

- 8.02.01 The Tenant shall, on or before their due date, pay to the taxing authorities and shall discharge when they become due and payable:
- (a) any Other Tax or charge imposed in lieu thereof and other charges including any fines and costs which are imposed against or in respect of any Leasehold Improvement, trade fixtures or personal property in the Premises, and
 - (b) any tax and license fee including any cost related thereto which is imposed against any business or undertaking carried on in the Premises or in respect of any use or occupancy thereof.

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whether any such tax, other charge or license fee is imposed by any federal, provincial, municipal, school or other authority.

Section 8.03 Harmonized Sales Tax

- 8.03.01 The Tenant shall pay an amount equal to any and all taxes, rates, levies, fees, charges and assessments whatsoever, whether or not in existence at the Date of Commencement, assessed, charged, imposed, levied or rated by any taxing authority whether federal, provincial, municipal or otherwise, on or against the Landlord or the Tenant, with respect to the Rent payable by the Tenant to the Landlord under this Lease or the rental of space under this Lease or the, provision or supply of any goods, services or utilities whatsoever by the Landlord to the Tenant under this Lease, whether any such tax, rate, duty, levy, fee, charge or assessments called or characterized as a sales, use, consumption, value-added, business transferor goods and services tax or otherwise (collectively, "HST"). If the applicable legislation requires that any HST is to be collected by the Landlord, the amount of the HST so payable by the Tenant shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid by the Tenant to the Landlord at the same time as the Minimum Rent is payable or at such other time or times as the applicable legislation may from time to time require. Despite any other provision of this Lease, the amount or amounts from time to time payable by the Tenant under this Section 8.03 shall be deemed not to be consideration for the supply of space under this Lease, but shall be considered to be Rent for the purposes of the Landlord's rights and remedies for non-payment and recovery of any such amounts.

ARTICLE 9 - UTILITIES

Section 9.01 Landlord Not Obligated

- 9.01.01 The Landlord shall not be obligated to furnish to the Premises any Utilities or to pay for their consumption.

Section 9.02 Tenant to Pay for Utilities

- 9.02.01 The Tenant shall, at its cost, be solely responsible for the installation and maintenance of and for alteration to any connecting system to all utilities including, when supplied, the Landlord's water, sanitary sewage and storm sewage, to the point of connection designated by the Landlord.
- 9.02.02 The Tenant shall pay when due, all charges for all utilities consumed on or supplied to the Premises and shall indemnify the Landlord against any liability or damages pertaining thereto.

Section 9.03 Suspension of Utilities

- 9.03.01 The Tenant shall not make any Claims or bring any action against the Landlord, and the Tenant hereby releases the Landlord from any Claims for any Injury or any Damage by reason of any interruption, in whole or in part, from whatever cause arising in the supply of any utilities serving the Premises, whether supplied by the Landlord or by others.

ARTICLE 9A - DRINKING WATER QUALITY

Section 9A.01 Compliance with Drinking Water Quality Laws

- 9A.01.01 The Tenant shall, at its own cost, comply with all Laws and codes relating to drinking water quality matters, specifically including but not limited to the Safe Drinking Water Act and Ontario's Health Protection and Promotion Act, as amended, and any Regulations promulgated pursuant thereto and shall assume all responsibilities of "occupier" or "operator" as defined in the aforementioned Acts with respect to all water distribution systems located on the Premises.
- 9A.01.02 The Tenant shall immediately give written notice to the Landlord of the occurrence of any event on the Premises in violation of any Law relating to drinking water and in such event at its own expense promptly correct any deficiency which is not in conformity and compliance with all Laws or codes or cease any activity which is not in conformity and compliance with all Laws or codes, and if requested by the Landlord, obtain a certificate from an independent consultant approved by the Landlord, verifying the complete and proper compliance with the requirements of all Laws or codes or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provision.
- 9A.01.03 The Tenant shall provide and maintain a potable water supply to the Premises at its sole cost.
- 9A.01.04 The Landlord may, at any time, enter the Premises to determine the Tenant's compliance with all Laws and codes relating to drinking water quality matters and for such purpose the Landlord may carry out any tests on the Premises. If any such inspection or testing by the Landlord reveals non-compliance, the Tenant shall in addition to its other obligations, forthwith on demand, pay to the Landlord the full cost of such inspection or tests as Additional Rent.

Section 9A.02 Copies of Reports

- 9A.02.01 The Tenant shall provide the Landlord with copies of:
- (a) every test result obtained in respect of the test required in compliance with all Laws or codes;
 - (b) copies of annual reports required to be sent to the Ministry of the Environment, the Ministry of Health and Long-Term Care and/or any Regional Health Inspection Offices and;
 - (c) all correspondence between the Tenant and the Ministry of the Environment, the Ministry of Health and Long-Term Care and/or any Regional Health Inspection Offices with respect to compliance with applicable Laws or codes.

Section 9A.03 Termination for Default

- 9A.03.01 Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease if the Tenant fails to rectify or commence diligently to rectify (and thereafter proceed diligently to rectify) any breach of Section 9A.01 within forty-eight (48) hours after written notice by the Landlord to the Tenant.

Section 9A.04 Acknowledgment of Communal Well

- 9A.04.01 The Tenant acknowledges that the Premises receive water from the Pottery Well and that this well services various other residential users. The Tenant shall ensure that its use of the Pottery Well does not interfere with the use of other users and shall adjust its use in accordance with the Landlord's

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written request. At any time, the Landlord may require the Tenant to cease using the Pottery Well and to find an alternative water supply at the Tenant's sole cost. Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease if the Tenant fails to rectify or commence diligently to rectify and thereafter proceed diligently to rectify any breach of this section 9A.04.01 within forty-eight (48) hours after receiving written notice from the Landlord.

- 9A.04.02 The Landlord shall not be responsible for any damage, loss, disruption or personal injury to the Tenant or any third parties permitted on the Premises by the Tenant resulting from the quantity, quality or availability of water from the Pottery Well or the distribution system.

ARTICLE 10 - MAINTENANCE AND REPAIRS

Section 10.01 Landlord Not Obligated

- 10.01.01 The Premises are leased in "as is" condition, and the Landlord shall not be obligated to make any repairs or perform any maintenance to the Premises unless expressly set out in this Lease

Section 10.02 Tenant's Obligations

- 10.02.01 The Tenant shall, at its cost, at all times during the Term or any extension thereof, continuously and diligently keep the Premises in a clean and safe condition and operate, maintain and repair the Premises, Leasehold Improvements and all the contents thereof and all Utilities located in or primarily serving the Premises as would a careful and prudent owner, in first-class order, condition and repair, and in accordance with all Laws and the Landlord's requirements.

Section 10.03 Repair By Landlord

- 10.03.01 If the Premises require repair, replacement or alteration or become damaged or destroyed through the fault or negligence of the Tenant, or because of the Tenant's operations, and if the Tenant does not affect the required repair, replacement or alteration within a reasonable time as determined by the Landlord, the Landlord may have such repair, replacement or alteration effected, and the Tenant shall pay as Additional Rent, the full cost plus an amount equal to twenty percent (20%) of such cost.

Section 10.04 Reservations by Landlord

- 10.04.01 The Landlord may, at all reasonable times,
- (a) enter the Premises for the purpose of making alterations to:
 - (i) any part of the Premises, or
 - (ii) any utility in the Premises on the Date of Commencement or for which an easement or licence is granted by the Landlord after the Date of Commencement,
 - (b) bring onto the Premises and use such machinery, equipment, materials and workmen as may be reasonably required for making alterations,

and such entry shall not constitute an eviction of the Tenant from the

Premises or a re-entry or an interference with the Tenant's possession. The Rent hereunder shall in no way abate while such alterations are being made.

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- 10.04.02 The Landlord may, when necessary in order to make any alterations, cause temporary obstruction of any pedestrian or vehicular access to the Premises and may interrupt or suspend the supply of any Utility to the Premises until such alterations are completed, all without any abatement in Rent.
- 10.04.03 The Landlord reserves the right to grant any easements or licenses that may be required, as determined in Her sole discretion. The Tenant agrees to postpone its interests to any such license or easement granted by the Landlord.
- 10.04.04 The Tenant hereby releases the Landlord from any Claim for any Injury or Damage resulting from any Alteration permitted hereunder; it being expressly agreed that, notwithstanding Subsection 10.04.01, if such alterations result in a substantial impediment to the Tenant's operations, the Tenant, acting reasonably, may request an appropriate abatement in Rent from the Landlord. The Landlord shall use its reasonable best efforts to perform such alterations in a manner which does not materially interfere with the Tenant's use of the Premises.
- 10.04.05 Notwithstanding the foregoing, the Landlord's alterations shall not materially reduce the useable area of the Premises after completion. The parties agree that during the period of alterations the useable area of the Premises may be reduced as a result of the ongoing work.

ARTICLE 11 - ALTERATIONS

Section 11.01 Alterations

- 11.01.01 The Tenant shall not, nor shall it permit any Person to
- (a) make any Alterations, Additional Improvements, or Leasehold Improvements, or
 - (b) add any Utilities to the Premises,
- without first submitting to the Landlord the plans, drawings and specifications (in this article "plans") therefore and any other information requested by the Landlord, and obtaining the Landlord's prior written approval in each instance, and further obtaining Her prior written approval to any change in such plans. The Tenant shall, before proceeding with any work based on the plans, pay to the Landlord the cost of approving the plans and any changes thereto.
- 11.01.02 At the same time as the Tenant submits any plans to the Landlord for Her approval, the Tenant shall provide Her with satisfactory evidence that it has obtained an assignment to and irrevocable licence in favour of the Landlord of the copyright of the plans from the Architect (or Engineer) creating the plans unless the Landlord waives this requirement in writing. The agreement providing such assignment and licence shall expressly state that the Architect (or Engineer) shall not hold the Landlord responsible for any costs incurred or to be incurred in connection with the preparation of the plans or their subsequent use by the Landlord, and that the Landlord is entitled to use the plans for any purpose(s) related to the project which is the subject matter of such plans at any time without further consent or payment.
- 11.01.03 The Tenant, once it commences any Work, shall complete such Work:

- (a) in a good and workmanlike manner;
- (b) strictly in accordance with any terms specified in the Landlord's prior written approval;
- (c) in accordance with the plans as approved; and
- (d) free and clear of any worker's compensation levies, liens and encumbrances whatsoever, against the Landlord's estate or interest in the Premises and the Leasehold Interest.

11.01.04 It is agreed that the Landlord, acting reasonably, may halt or suspend the Work without notice.

11.01.05 Within thirty (30) days of the Landlord determining that any Work which is the subject matter of the Landlord's prior written approval is substantially complete, the Tenant shall deliver to the Landlord two copies of the "as built" plans for such Work. At the request of the Landlord, the Tenant shall also deliver copies of any computer files embodying such plans in a format acceptable to the Landlord. If the Tenant does not deliver the plans within the said thirty (30) day period, the Landlord may have such plans prepared, and the Tenant shall pay as Additional Rent the full cost of having such plans prepared plus an amount equal to twenty percent (20 %) of such costs.

11.01.06 It is agreed that the Landlord's review and approval or non-approval of any such plans is not for any professional, technical or regulatory purpose but is only to protect Her interest. The Landlord, in approving or not approving any plans or in making any inspections of the Work as it progresses is not making any representations nor is She undertaking any responsibility of a planning, engineering or architectural nature. The Tenant assumes all such responsibility. Receipt by the Landlord of any plans or inspection of the Work as it progresses shall not imply that the Landlord has examined or approved such plans or the Work nor shall it operate as a waiver of any rights of the Landlord or operate as an estoppel against Her in any matter. The Tenant covenants to indemnify and save harmless the Landlord from all Claims made against the Landlord as a result of Her having reviewed and approved any plans.

Section 11.02 Contract Security

11.02.01 For all alterations, additional improvements and leasehold improvements exceeding an estimated contract value of \$50,000.00 (excluding the Improvements made pursuant to the Permission to Enter Agreement between the Parties dated October 21, 2011), the Tenant shall ensure that all its contractors as well as its sub-tenants and any sub-contractors shall purchase, provide and maintain for any construction:

- (a) fifty percent (50%) Performance Bonds;
- (b) Labour and Material Payment Bonds being one hundred percent (100%) if the construction period provided for in the construction contract is three (3) months or less, and being fifty per cent (50%) if such construction period is more than three (3) months.

11.02.02 The Tenant on demand shall provide proof of the existence of such Bonds to the Landlord. The Landlord shall be named as an obligee pursuant to such Bond or such Bonds shall, with the consent of the Bonding Company, be validly assigned to the Landlord.

Section 11.03 Builders' Liens

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- 11.03.01 The Parties hereto agree that the Construction or Builders' Liens legislation in the Jurisdiction shall have no jurisdiction over the Landlord or Her interest in the Premises and Leasehold Improvements as long as Her Majesty is the Landlord.
- 11.03.02 The Tenant covenants that it shall not permit any construction or builder's liens to be registered against the title to the Premises or the Leasehold Interest therein and that it will cause any such liens to be discharged within fifteen (15) days of receiving notice of such liens. The foregoing shall not prevent the Tenant or anyone holding any such interest from contesting any third-party claim.
- 11.03.03 If the Tenant desires to contest the amount or validity of any lien, it may pay the amount of the lien into Court and have the lien discharged.
- 11.03.04 If, in the opinion of the Landlord, the Premises or the Tenant's interest therein may become liable to any forfeiture or sale or is otherwise in jeopardy, the Landlord may secure the removal of any lien registered, and any costs incurred by the Landlord for this purpose shall be paid as Additional Rent by the Tenant with interest at the Interest Rate calculated from the day the Landlord incurs the cost.
- 11.03.05 The Tenant covenants to indemnify and save harmless the Landlord for and from any Claims or costs incurred by the Landlord as a result of construction or builder's liens affecting the Premises, by or on behalf of any worker, supplier, contractor or subcontractor of the Tenant or anyone holding any interest in the Land under the Tenant.

ARTICLE 12 - INSURANCE

Section 12.01 Insurance

- 12.01.01 The Tenant shall, during the entire term of the Lease, purchase and keep in full force and effect and in the names of the Tenant and the Landlord the following insurance coverage:
 - (a) commercial general liability insurance containing provisions adequate to protect both the Tenant and the Landlord from and against any and all claims or actions at the instance of third parties for personal injury (including death) and or for property damage occurring upon the Lands and the Premises and or elsewhere occasioned directly or indirectly by any fault, default, negligence, act or omission of the Tenant or the Landlord and of any other parties for whom in law the Tenant and/or Landlord may be responsible, such insurance having personal and bodily injury and property damage limits of liability of not less than \$5,000,000 per occurrence,
 - (b) all risks (including flood and earthquake) property insurance containing provisions adequate to protect the Tenant's business enterprise, on all objects owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant on the Lands or relating to or servicing the Lands, with reasonable deductibles of up to three percent (3%) of the replacement cost of property insured, and
 - (c) any other form of insurance and with whatever higher limits the Landlord reasonably requires from time to time.

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The policy of insurance required by this subsection shall provide that it shall not be modified or cancelled without at least 30 days prior written notice to the Landlord and to the Tenant. The Tenant shall deliver a copy of the policy to the Landlord upon execution of the Lease and shall further deliver an updated certificate of insurance on commencement of each Lease Year of the Term and any extension thereof.

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The Tenant agrees that, if the Tenant fails to take out or keep any such Insurance referred to in this Article 12, or should such Insurance not be approved by the Landlord and should the Tenant not commence diligently to rectify (and thereafter proceed diligently to rectify) the situation within forty-eight (48) hours after written notice by the Landlord to the Tenant, the Landlord has the right, without assuming any obligation in connection therewith and without prejudice to any other rights and remedies of the Landlord under this Lease, to effect any such Insurance at the sole cost of the Tenant and all outlays by Landlord plus an administration fee of twenty percent (20%) thereof shall be immediately paid by the Tenant to the Landlord on the first day of the next month following such payment by the Landlord.

ARTICLE 13 - DAMAGE AND DESTRUCTION

Section 13.01 Property Insurance

13.01.01 If the Premises are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:

- (a) the Tenant shall give the Landlord prompt notice thereof;
- (b) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
- (c) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the Rent shall not accrue after the day that such damage occurred and while the process of repair is ongoing, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
- (d) if the Premises can be repaired within 120 days as aforesaid, but the damage is such that the Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rental shall continue in possession and the Rent shall abate proportionately.
- (e) at any time, and for any reason, the Landlord reserves the right to excise its sole discretion in determining whether to repair or rebuild the Premises. If the Landlord decides not to repair or rebuild the Premises, the Term shall cease and the Tenant shall not be required to pay Rent for the date the destruction or damage occurred.

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- 13.01.02 Any question as to causation and/or to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by a consultant retained by the Landlord.
- 13.01.03 Apart from the provision of this Article 13, there shall be no abatement from or reduction of the Rent on account of damage or destruction, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities or from any cause whatsoever.
- 13.01.04 Any repair or rebuilding by the Landlord hereunder to the Premises shall be made solely in the discretion of the Landlord acting reasonably, provided that if the useable area of the Premises is materially reduced following the completion of the repair or rebuilding, the Rent shall abate proportionately. The parties agree that during the period of alterations the useable area of the Premises may be reduced as a result of the ongoing work and the Tenant shall not be entitled to an abatement of Rent.
- 13.01.05 If the Premises are damaged or destroyed by fire or other peril as the result of negligence on the part of the Tenant, their employees, invitees, contractors or anyone to whom the Tenant is responsible at law, then the following provisions shall apply:
- (a) the Tenant shall give the Landlord prompt notice thereof;
 - (b) the Tenant shall proceed promptly at its own cost to repair or reconstruct the Premises to a state of good order and repair in which the Tenant was required to maintain them immediately prior to the damage or destruction;
 - (c) this Lease shall continue in full force and effect, without any abatement or reduction of Rent, notwithstanding any present or future law or statute to the contrary;
 - (d) the Premises shall, as a minimum, be repaired or reconstructed to the same height, volume, floor area, general form, mass, condition and quality as existed prior to the date of damage or destruction;
 - (e) the Tenant shall comply with all provisions of this Lease applicable to alterations, and
 - (f) any repairs or rebuilding shall be done using materials and workmanship at least equivalent in value and quality to those existing at the Premises prior to such damage or destruction.

ARTICLE 14 - LIABILITY, RELEASE AND INDEMNITY

Section 14.01 Landlord Not Responsible

- 14.01.01 The Tenant acknowledges that the Landlord, as long as the Landlord is Her Majesty in right of Canada, is self-insured and there is no policy of insurance to cover the Landlord's liability as owner.
- 14.01.02 The Tenant acknowledges and agrees that the Landlord shall not be liable or responsible for any Injury to any Person (including death) or for Damage of any nature whatsoever to the Tenant or any other Person in respect of any occurrence on or after the Date of Commencement, arising from any act or omission of the Tenant or its staff, licenses, invites, or permitted guests, in, upon, at or relating to the Premises or any part thereof or from the ownership,

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- (a) any damage to any property (including loss of use thereof) of the Tenant or of any other Person,
 - (i) from any cause whatsoever if such property is located in or on the Premises or any part thereof; and
 - (ii) if such Damage is caused by or results from any use of or any operation, occurrence or omission on the Premises, if such property is not located on the Premises;
- (b) any Damage to the Premises or the contents thereof;
- (c) any Damage caused or contributed to by reason of the condition of or any interruption, cessation, unavailability or failure in any utility, service, system or road;
- (d) any Injury (including death) or Damage insured against or required to be insured against by the Tenant except where the Injury (including death) or Damage arises out of or in connection with any fault, default, negligence, act or omission of the Landlord or Her agent, servant, employee, contractor or any other Person for whom the Landlord is in law responsible;
- (e) any Injury (including death) or Damage caused by, resulting from, arising out of or in connection with any fault, default, negligence, act or omission of the Landlord, or Her agent, servant, employee, contractor or any other Person for whom the Landlord is in law responsible, not insured against but required to be insured against by the Tenant; and
- (f) any Injury (including death) or Damage caused by, resulting from, arising out of or in connection with the ownership, occupancy or use of the Premises or any part thereof including any Claims against the Landlord or the Tenant resulting from occupiers liability.

14.01.03 Notwithstanding any of the foregoing, nothing in this lease shall absolve the Landlord from liability for any injury or damage resulting from the fault, default, negligence or omission of the Landlord or any Person from when the Landlord is in law responsible.

14.01.04 The Tenant further acknowledges that the liability of the Landlord, if any, will be subject to the provisions of the Crown Liability and Proceedings Act, R.S.C. 1985, as amended from time to time.

Section 14.02 Release and Indemnity

14.02.01 The Tenant hereby expressly releases the Landlord from any and all Claims whatsoever which the Tenant would be entitled to advance but for this release, and covenants and agrees to indemnify and save harmless the Landlord from and against any and all claims, demands, losses, liabilities, obligations and expenses (including legal costs) the Landlord may suffer or incur by reason of any claim asserted by any Person resulting or arising out of or relating to:

- (a) the Premises and Utilities and any act, omission, misconduct, default or negligence of the Tenant, its agents, contractors, employees and servants;

- (b) any breach, violation or non-performance of any covenant, condition, agreement or obligation in this Lease on the part of the Tenant;
- (c) the occupancy or use of the Premises and Utilities by the Tenant, its agents, contractors, employees, servants, licensees or anyone permitted to be on the Premises and for whom in law the Tenant may be responsible;
- (d) directly or indirectly from the state or condition or any activity or event occurring in, upon or about the Premises;
- (e) any inability to develop any part of the Premises for any reason whatsoever;
- (f) any substance:
 - (i) which is present on the Premises at any time during the Term or any extensions thereof or after the expiry or termination of this Lease, or
 - (ii) which was released, spilled, leaked or flowed from the Lands any time during the Term or after the expiry or termination of this Lease provided it was present on the Lands prior to the expiry or termination of this Lease and which causes or contributes to an adverse environmental condition.

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Section 14.03 Tenant to Defend Action

- 14.03.01 The Tenant shall, whenever the Landlord is made a party to any legal proceeding in respect of a Claim to which the Tenant's obligation to indemnify the Landlord under this Lease extends, if so requested by the Landlord, defend such legal proceeding in the name of the Landlord and pay all Costs; provided that the Tenant may not compromise, or satisfy any such legal proceeding without the Landlord's consent which consent may be unreasonably withheld.

ARTICLE 15 – LAWS AND CONTROL

Section 15.01 Compliance with all Laws

- 15.01.01 In complying with the requirements of this Lease, the Tenant covenants with the Landlord to comply with all applicable Laws of governmental authorities and to conduct its business in accordance with and comply with any direction or certificate or occupancy permit issued pursuant to any applicable Law by any public officer.
- 15.01.02 The Landlord shall not be responsible to the Tenant for non-observance or violation of any Law by any other Person.
- 15.01.03 The Tenant shall, upon receipt, deliver to the Landlord a copy of any notice of non-compliance with or violation of any applicable Law, and shall promptly commence to remedy such non-compliance or violation and with due diligence complete such action within a reasonable period of time.
- 15.01.04 The Tenant hereby authorizes the Landlord to make inquiries of any governmental agency with respect to the Tenant's compliance with any Law pertaining to the Tenant and to the Premises or any business conducted thereon; and the Tenant covenants that it will, on demand, provide to the Landlord such written authorization as She may reasonably require.

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- 15.01.05 The Tenant acknowledges that the Landlord is subject to the federal Access to Information Act and the federal Privacy Act.

Section 15.02 Copies of Reports

- 15.02 The Tenant shall provide the Landlord with copies of:
- (a) every test result obtained in respect of a test required in compliance with all Laws;
 - (b) copies of annual reports required to be sent to public authorities in compliance with applicable Laws.

Section 15.03 Termination for Default

- 15.03 Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease if the Tenant fails to rectify or commence diligently to rectify (and thereafter proceed diligently to rectify) any breach of Article 15 within two (2) business days after written notice by the Landlord to the Tenant.

ARTICLE 16 - ENVIRONMENT

Section 16.01 Compliance with Environmental Laws

- 16.01.01 The Tenant shall not cause or permit any Deleterious Substance to be brought onto or used on the Premises, any business or undertaking on the Premises, or the use of or activity on the Premises which may cause or contribute to an adverse environmental effect with respect to the Premises, the surrounding area or the environment.
- 16.01.02 The Tenant shall, at its own cost, comply with, and shall ensure that all Transferees comply with, all Laws and codes relating to environmental matters requiring the Tenant to take any action in respect of the release or leaking of any Deleterious Substance into the Premises or the groundwater or surface water, or from the Premises onto any adjacent property, land, air or water, or which results in any Deleterious Substance being released into the environment, or requiring a clean-up of any Deleterious Substance or the remedying of any damage caused by such Deleterious Substance, and shall immediately give written notice to the Landlord of the occurrence of any event in the Premises constituting an offence thereunder or a breach of this provision and, if any such event shall happen, the Tenant shall, at its own cost:
- (a) immediately notify the Landlord and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's or the Transferee's compliance with the following provisions of this section,
 - (b) promptly correct any Work which is not in conformity and compliance with all Laws or codes, or cease any activity which is not in conformity and compliance with all Laws or codes, and if requested by the Landlord, obtain a certificate from an independent consultant approved by the Landlord, verifying the complete and proper compliance with the requirements of all Laws or codes or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provision;

- (c) promptly cease any activity which causes or permits any Deleterious Substance to be released or leaked into the Premises, the groundwater or surface water, or from the Premises onto any adjacent property, land, air or water, or which results in any Deleterious Substance being released into the environment; and verifying that this activity has ceased;
- (d) remedy any damage to the Premises (including surface water and groundwater), adjacent property, or adjacent land, air or water caused by any action or failure to act occurring in the Premises or caused by the performance or lack of performance of any of the Tenant's obligations under this Article 16.

16.01.03 If any governmental authority having jurisdiction requires the cleanup of any Deleterious Substance held, released, leaked, abandoned, flowing into or placed in the Premises (including surface water and groundwater) or released, leaked or flowing from the Premises onto adjacent property, or adjacent land, air or water or released into the environment, then the Tenant shall, at its own cost prepare all necessary studies, plans and proposals and submit them to the Landlord for approval, provide all bonds and other security required by such authorities and carry out the Work required, keep the Landlord fully informed with respect to proposed plans and the Work, and comply with the Landlord's reasonable requirements with respect to the plans and Work. The Tenant further agrees that if the Landlord determines, in Her sole discretion, that Her property or Her reputation is placed in jeopardy by the requirement for any such Work, the Landlord may Herself undertake such Work or any part thereof and the Tenant shall forthwith pay to the Landlord the cost of the Work plus twenty percent (20%) of such cost.

Section 16.02 Landlord's Right to Environmental Assessment

16.02.01 The Landlord may, at any time, enter the Premises to determine the existence of any Deleterious Substance in the Premises (including surface water and groundwater) or whether any Deleterious Substance is released or leaks from the Premises and which may cause or contribute to an adverse environmental effect, and for such purpose the Landlord may carry out any tests in the Premises. The Landlord will use best efforts to minimize the effects of the testing on the Tenant. If any assessment, which the Landlord causes to be done, determines that there is an adverse environmental effect, the Tenant shall, in addition to its other obligations, forthwith on demand, pay to the Landlord the full cost of such assessment as Additional Rent.

Section 16.03 Tenant to Perform

16.03.01 The Tenant shall, promptly on notice, at its cost, carry out and conclude any Work required by applicable Laws or codes, or requested by the Landlord to remedy any adverse environmental effect caused or contributed to by:

- (a) the existence of any Deleterious Substance in the Premises (including groundwater and surface water);
- (b) the release or leaking of any Deleterious Substance from the Premises;
- (c) the release or leaking of any Deleterious Substance into the sewer system, storm drains or surface drainage facilities at or on the Premises; or
- (d) any act or omission of any Person.

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Section 16.04 Landlord May Perform

If the Tenant fails to promptly commence and diligently complete any Work it is required to perform pursuant to Sections 16.01 or 16.03, the Landlord may enter the Premises and perform any such Work at the cost of the Tenant, but having commenced such Work, the Landlord shall not be obligated to complete it. No such entry shall be deemed a re-entry under this Lease or a breach of the covenant for quiet enjoyment.

Section 16.05 Ownership of Deleterious Substances

- 16.05.01 If the Tenant brings, permits, creates or uses in the Premises any Deleterious Substance or if the conduct of any business or any other activity in the Premises or the use of the Premises causes there to be any substances in the Premises which cause or contribute to any adverse environmental effect, then, notwithstanding any provision of this Lease or rule of law to the contrary, such Deleterious Substance or substances shall be and remain the sole and exclusive property of the Tenant, notwithstanding the degree of affixation of such Deleterious Substance or substances or the goods containing them to the Premises and notwithstanding the expiry, surrender or early termination of this Lease.
- 16.05.02 To the extent that the performance by the Tenant of the obligations contemplated in this Article 16 requires access to the Premises after the expiry, surrender or early termination of this Lease, the Tenant shall have such access only upon such terms and conditions as the Landlord may from time to time specify; and the Landlord may, at the Tenant's cost, undertake the performance of any Work in order to complete such obligations of the Tenant, but having commenced such Work the Landlord shall not be obligated to complete it.

Section 16.06 Bond for Deleterious Substances

- 16.06.01 At least one (1) year prior to the termination or expiry of this Lease, the Tenant shall, at its own cost, engage an independent consultant approved by the Landlord to perform an environmental assessment of the Premises to:
- (a) determine the existence and extent of any Deleterious Substance in the Premises (including surface water and groundwater), or being released or leaked from the Premises into adjacent premises, land, air or water, or into the environment;
 - (b) establish the estimated cost (including the usual contingencies) to clean up such Deleterious Substance or repair the damage caused by it and, in either case, returning the Premises or damaged property to a condition which is in compliance with environmental laws and codes.

The Tenant shall ensure that the independent consultant provides the Landlord with a copy of the environmental assessment immediately after its completion.

- 16.06.02 Should the environmental assessment reveal that the Premises have been environmentally damaged due to the presence of a Deleterious Substance or as a result of any use or occupation of the Premises or that a Deleterious Substance is being released or leaked from the Premises, the Tenant shall forthwith post a bond in the name of the Landlord and in the amount contemplated by Section 16.06.01(b) as security for the Tenant's remedying any adverse environmental effect.

- 16.06.03 The Tenant shall, at its cost, promptly commence the Work required to remedy any such adverse environmental effect and thereafter continue such Work to completion within a reasonable time. If the Tenant fails to do so or thereafter to diligently pursue to completion the remedying of such adverse environmental effect, the Landlord may, at the Tenant's cost, Herself undertake the performance of any necessary Work, calling on the bond referred to in s. 16.06.02, but having commenced such Work, the Landlord shall not be obligated to complete it.

ARTICLE 17 - DEFAULT

Section 17.01 Tenant's Default

- 17.01.01 Notwithstanding any Laws to the contrary, each of the following shall constitute an event of default ("Event of Default"):

- (a) the Tenant defaults in the payment of any Rent on the day appointed and such default continues for three (3) Business Days after the Landlord's written notice;
- (b) any of the goods and chattels of the Tenant are at any time seized in execution or attachment by any creditor of the Tenant;
- (c) an Event of Bankruptcy has occurred with respect to the Tenant;
- (d) the Tenant enters into an Assignment or Sublet of this Lease without the prior written consent of the Landlord;
- (e) the Tenant ceases to use the Premises for their stated purposes;
- (f) the Premises are vacated or remain unoccupied for fifteen (15) consecutive days;
- (g) any breach of the representation or warranty provisions of this Lease;
- (h) the Tenant fails to observe any of the covenants and obligations in this Lease to be observed by it (other than the payment of Rent) and such failure continues for a period of fifteen (15) days (or such shorter period as may be specified in this Lease for a particular default) after the Landlord's written notice of such failure (herein "Notice of Default"). If any default under this paragraph (h) reasonably requires more time to cure than the fifteen days required therein the Tenant shall not be in default provided that the curing of the default is promptly commenced upon receipt of the Notice of Default, and with due diligence is thereafter continued to completion and is completed within a reasonable time and provided that the Tenant keeps the Landlord well informed at all times of its progress in curing the default.

- 17.01.02 The occurrence of an Event of Default shall give rise to the rights in relation thereto set out in s. 17.02 to s. 17.03 inclusive.

Section 17.02 Landlord's Rights

- 17.02.01 Where there is an Event of Default, it shall be lawful for the Landlord, at Her option:

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- (a) with or without entry, to terminate this Lease, and all the rights of the Tenant shall terminate upon the date of receipt of a notice of termination;
 - (b) to enter the Premises for the purpose of curing any default of the Tenant, and the Tenant shall permit such entry, and the Tenant shall pay, as Additional Rent, all Costs of the Landlord in curing any default, plus a sum equal to twenty percent (20%) thereof and together with interest on the total amount at the Interest Rate as defined, but the Landlord shall not be obligated to cure or continue to cure such default, it being understood that the Landlord shall not be liable to the Tenant for any loss or damage to the Tenant's stock or business caused while curing or attempting to cure any default of the Tenant;
 - (c) to pay on behalf of the Tenant, when due, any moneys which the Tenant has covenanted to pay under this Lease other than a sum payable to the Landlord, and the Tenant shall reimburse the Landlord for any amount so paid together with interest thereon at the Interest Rate as defined;
 - (d) to restrain the Tenant by injunction;
 - (e) to deny the Tenant services such as the supply of electricity, water etc.; and
 - (f) to claim Damages from the Tenant, including consequential and indirect damages.
- 17.02.02 Whenever the Tenant shall be in default in the payment of any money hereunder, the Landlord may, without notice or any legal process enter upon the Lands and seize, remove and sell the Tenant's property therefrom and seize, remove and sell any property at any place to which the Tenant or any other Person may have removed it, in the same manner as if it had remained upon the Lands.
- 17.02.03 All Costs incurred by the Landlord as a result of any default by the Tenant shall forthwith on demand be paid by the Tenant as Additional Rent together with interest, at the rate for rent in arrears, from the date any such Costs are incurred until they are fully paid.
- 17.02.04 The Landlord may use such force as She deems necessary for the purpose of gaining entry to and retaking possession of the Premises, and the Tenant hereby releases the Landlord from all actions, claims and demands whatsoever in respect of any such entry or any loss or Damage in connection therewith.
- 17.02.05 Notwithstanding any Laws to the contrary, whenever re-entry is specifically permitted under any provision of this Lease, the Landlord's rights and the Tenant's obligations shall not be affected.
- 17.02.06 The Tenant agrees that if the Landlord is not able to deliver a Notice of Default or a Notice of Termination to the Tenant's last address, She may affect notice on the Tenant by posting it in the Premises, and such notice shall be deemed to have been given from the date it is so posted.
- 17.02.07 If the Landlord re-enters or this Lease terminates prior to the end of the term of the Lease:

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- (a) notwithstanding any such termination or the Term thereby becoming forfeited, the provisions of this Lease relating to the consequences of termination shall survive;
- (b) Rent shall immediately become due and be paid up to the time of such re-entry or termination together with an amount equal to the Rent for the next ensuing three (3) months and the reasonable expenses of the Landlord as hereinafter defined;
- (c) the Landlord may re-let the Premises for a term to be fixed at Her discretion;
- (d) the Landlord may require the Tenant to pay monthly on the first day of each month following such re-entry or termination and until the expiration of the original Term any deficiency between:
 - (i) the aggregate of the monthly installment of Rent which would otherwise have been payable for that calendar month; and
 - (ii) the net amount of any rents received on account of the re-letting of the Premises; and
- (e) the Tenant shall pay such Costs as the Landlord may incur in re-letting the Premises.

17.02.08 The Tenant hereby waives;

- (a) the benefit of any present Laws, statutory or otherwise, which in any way may take away or diminish the Landlord's right to terminate this Lease or re-enter into possession of the Premises in pursuance of Her rights or remedies in this Lease; and
- (b) any rights of redemption granted by or under any present Laws, statutory or otherwise, in the event of the Tenant being evicted or dispossessed, or the Landlord obtaining possession of the Premises by reason of the violation by the Tenant of any of the terms or conditions of this Lease or otherwise.

Section 17.03 Remedies not Exclusive

17.03.01 The rights and remedies of the Landlord specified in this Lease are cumulative and are in addition to Her rights and remedies at law or in equity or by statute, and are not exclusive or dependent upon any other right or remedy. The right of the Landlord to claim arrears of Rent and loss or damages against the Tenant shall survive the surrender or termination of this Lease.

ARTICLE 18 - FORCE MAJEURE

Section 18.01 Force Majeure

18.01 To the extent that either party is unable, in good faith, to fulfill or is delayed or restricted in fulfilling any of its obligations under this Lease by an event of Force Majeure, such party shall be relieved from the fulfillment of the part of its obligations affected by Force Majeure while it lasts, provided that the Tenant notifies the Landlord within five (5) Business Days of the commencement of any event which is an event of Force Majeure and provides the Landlord with a description of the facts and circumstances of the event of Force Majeure and the action to be taken to

minimize the delay, all of which, in the opinion of the Landlord, justifies the delay.

- 18.02 Notwithstanding an event of Force Majeure, the party affected shall proceed with the performance of its obligations not thereby affected.
- 18.03 The provisions of this Article shall not excuse the Tenant from the payment of any Rent or any other obligation under this Lease including the obligation with respect to Insurance.

ARTICLE 19 - ASSIGNMENT AND SUBLETTING

Section 19.01 Prohibition against Assignment or Subletting

- 19.01.01 The Tenant shall not assign or sublet this Lease without the Landlord's prior written consent.

Section 19.02 Assignment by Landlord

- 19.02.01 In the event of the sale, lease or other disposition by the Landlord of the Land, or the assignment by the Landlord of this Lease or any interest herein to the extent that the purchaser, lessee or assignee assumes the covenants and obligations of the Landlord, the Landlord shall be relieved of all liability with respect to such covenants and obligations. The Tenant shall, upon request, attorn in writing to such successor-in-interest.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Section 20.01 Binding on Successors

- 20.01.01 Subject to Article 19, this Lease and all its covenants and agreements shall be binding upon and enure to the benefit of the parties hereto and to any their successors.

ARTICLE 21 - ADDITIONAL PROVISIONS

Section 21.01 Additional Rights of Landlord

- 21.01.01 The Landlord is entitled from time to time, during normal business hours and in the presence of a representative of the Tenant, to enter the Premises in order to;
- (a) inspect the Premises in order to determine the extent of compliance with all applicable Laws and this Lease;
 - (b) enforce any provision of this Lease;
 - (c) carry out any of Her rights;
 - (d) show the Premises to prospective purchasers, encumbrances, tenants or assignees and, during the last twelve (12) months of the Term, to place upon them a notice of reasonable dimensions being reasonably placed, stating that the Premises are for sale or for rent.
- 21.01.02 Notwithstanding any other provision herein, the Landlord may enter the Premises at any time where, in the Landlord's judgment, there is a real or

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apprehended emergency or danger to persons or property. In this event, if the Tenant is not personally present to open and permit entry into the Premises, the Landlord may, without notice or resort to any legal process, forcibly enter the Premises without rendering Her liable therefore, and without in any manner affecting the obligations and covenants of this Lease.

21.01.03 Except where the Landlord intends to terminate this Lease, no entry by the Landlord into the Premises or anything done in or for the Premises by the Landlord pursuant to any right or remedy granted by this Lease or at law shall constitute a breach of any covenant for quiet enjoyment contained in this Lease or implied by law or (except where expressed by the Landlord in writing) a re-entry into the Premises, or an interference with the Tenant's possession, or be deemed to be a forfeiture, surrender or termination of this Lease, or an actual or constructive eviction, or a derogation from the Landlord's grant.

21.01.04 Nothing in this Lease shall be construed to impose upon the Landlord any obligation, responsibility or liability whatsoever for the maintenance or repair of the Premises except as otherwise herein specifically provided.

Section 21.02 Notices

21.02.01 All notices or other communication required or permitted by this Lease shall be in writing and shall be delivered or sent by an acceptable means to an acceptable address. Acceptable means are:

- (a) delivery during normal business hours to the person who is the addressee or to a person responsible for receiving communications in the addressee's office, in which case it is effective when delivered;
- (b) delivery by registered mail, in which case it is effective when the postal system obtains a signature accepting delivery; and
- (c) electronic transmission to the addressee's office, in which case it is effective when receipt is acknowledged by a specific message to that effect.

21.02.02 The acceptable addresses are

- (a) in the case of the Landlord:

Transport Canada
4900 Yonge Street, 4th Floor
Toronto, Ontario M2N 6A5

Attention: Perry Papadatos
Regional Manager, Pickering Site Operations

Telephone: 416-952-4068

- (c) in the case of the Tenant:

The Corporation of the City of Pickering
One The Esplanade
Pickering, Ontario L1V 6K7

Attention: City Clerk

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Telephone: 905-420-4660

with a copy to:

Lindsay Narraway, Supervisor, Animal Services at the Lands

Such addresses may be changed from time to time by either party giving written notice as above provided.

Section 21.03 Amendments

- 21.03.01 No amendment to this Lease shall have any effect unless it is in writing and is signed by both the Landlord and the Tenant.

Section 21.04 No Partnership or Joint Venture

- 21.04.01 The parties hereto expressly disclaim any intention to create a partnership, joint venture or principal and agent relationship and agree that nothing in this Lease nor any acts on their part constitute them as partners, joint ventures or principal and agent in any way, nor shall any such acts create any relationship other than that of Landlord and Tenant, and the Tenant shall not represent itself to be an agent of the Landlord.

Section 21.05 Members of House of Commons Not to Benefit

- 21.05.01 No member of the House of Commons shall be admitted to any share or part of this Lease or to any benefit to arise therefrom.

Section 21.06 Waiver

- 21.06.01 The failure of the Landlord to insist on the strict performance of any provisions or to exercise any right under this Lease shall not be construed as a waiver for the future of any such provisions or right or any other provision or right, or as a waiver of any subsequent breach. The consent by the Landlord to any act by the Tenant requiring such consent shall not be construed as a waiver of the requirement of such consent to any subsequent similar act. The acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term of this Lease, regardless of the Landlord's knowledge of such preceding breach, and no term of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord.

Section 21.07 Further Assurances

- 21.07.01 The parties hereto shall execute such further assurances as may reasonably be required to give effect to any provision of this Lease.

Section 21.08 Registration

- 21.08.01 If the Tenant registers this Lease, all relevant Costs shall be the responsibility of the Tenant, it being agreed that upon the surrender or termination of this Lease, the Tenant shall at its cost remove and discharge this Lease from the title.

Section 21.09 Bribes

- 21.09.01 The Tenant hereby represents and warrants that it has not, nor has any person on its behalf, given, promised or offered to any Member of the House of Commons or to any official or employee of the Landlord, for or

with a view to obtaining this Lease, any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person, other than a recognized real estate broker, to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingency fee.

Section 21.10 Dispute Resolution

- 21.10.01 In the event of disagreement arising out of this Agreement, the parties hereto agree, that prior to having recourse to a court of competent jurisdiction to resolve a dispute, the parties will try to resolve their differences, and will consider alternative dispute resolution processes before resorting to litigation.

Section 21.11 Parking and Maintenance of Premises

- 21.11.01 The Tenant shall have use of that portion of the parking lot appurtenant to the west side of the building for the purposes of parking. The Tenant agrees to allow the public access to mailboxes located within the parking area.
- 21.11.02 The Tenant shall be responsible at its sole cost and expense for all interior and exterior maintenance of the Premises including without limitation the parking areas and all walkways incident thereto. The Tenant is responsible for the maintenance of all lawns and for snow and ice removal from the parking area, all existing walkways, sidewalks, and stairs on the Leased Premises.

Section 21.12 Counterparts

- 21.12.01 This Agreement may be executed in two or counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

ATTACHMENT # 1 TO REPORT # AS 01-16
34 .of. 36

Page 31

IN WITNESS WHEREOF,

THE LANDLORD has executed this agreement on the _____ day of _____, 2016.

THE TENANT has executed this agreement on the _____ day of _____, 2016.

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the Minister of
Transport**

Per: PERRY PAPADATOS
Regional Manager,
Pickering Site Operations

**THE CORPORATION OF THE CITY OF
PICKERING**

Per: _____

Per: _____

We have authority to bind the Corporation.

SCHEDULE "A"

ATTACHMENT # 1 TO REPORT # AS 01-16
35 .of. 36

DESCRIPTION OF LAND

Description of the Land – All of PWGSC PIN 614728

Description of All of PWGSC PIN 614728

That parcel or tract of land situate, lying and being in the City of Pickering in the Regional Municipality of Durham containing by measurement 0.5 acres more or less, being Lots 3 and 4, Registered Plan No. 10 (formerly part of Lot 19, Concession 6, Geographic Township of Pickering) more fully described in Instrument Number 194949 and includes a 2 storey brick building outlined on the Plan attached and referenced as PIN 614728.

PWGSC PIN 614728 is part of the Durham Land Registry Office (No. 40) property identifier number 26388 – 0065 (LT).

The second floor of the main building does not form part of the Premises.

ATTACHMENT# 1 TO REPORT# AS
36 .of. 36 016

SCHEDULE "B"

PLAN OF SITE (SHOWING ALL EXISTING IMPROVEMENTS)

SCHEDULE B: PIN 614728

PIN ACREAGE Total = 0.5 Acres



From: Paul Bigioni
Director, Corporate Services & City Solicitor

Subject: City Policy ADM 050 - Freedom of Information and Protection of Privacy Policy
- File: A-1100

Recommendation:

1. That Council approve revised City Policy ADM 050, Freedom of Information and Protection of Privacy Policy (Attachment 1).

Executive Summary: As part of the City's ongoing commitment to provide right of access to information held by the City and to protect the privacy of individuals, City Policy ADM 050, Freedom of Information and Protection of Privacy Policy, has been revised.

Financial Implications: None.

Discussion: The Clerk's Office conducts periodic reviews of the Policies within its purview to determine the need for revision. City Policy ADM 050 has not been revised since 2009. Consequently, some amendments are required to bring this Policy up to date.

A recent Information and Privacy Commissioner of Ontario decision pertaining to Councillors' records marked a significant departure from past decisions regarding Council records. Although not considered "employees" of the municipality, Councillors' records may be subject to a request for information if they pertain to City business and it can be determined that the municipality has custody and control of the record. The definitions of custody and control have been added to this Policy, clarification of which will aid in determining whether a record is in the City's custody and control during a request. Process changes due to increases in electronic records and social media use have also been incorporated into this Policy. Social media is now included in the City's definition of a record, and City staff should be mindful that any information, however recorded, is considered a record under the *Municipal Freedom of Information and Protection of Privacy Act, 1990* (MFIPPA), as amended.

Bill 8 (the *Accountability and Transparency Act*) amended MFIPPA to create specific obligations for the Head of a municipality and individuals handling records. Specifically, every Head of a municipality shall ensure that reasonable measures respecting the records in the custody and control of the institution are developed, documented, and put into place to preserve these records in accordance with any records retention requirements that apply to the institution. These obligations increase the responsibility of the Head (City Clerk) of the municipality, and includes consequences for individuals in the maintenance and management of corporate records. Individuals who are responsible for managing records can be found personally liable for offences

relating to the willful concealment, alteration, or destruction of corporate records. These amendments have also been incorporated into the revised Policy.

Updated Policy ADM 050 will assist the City in meeting its statutory obligations under MFIPPA, promoting a culture of open government, and fostering an organizational culture that advances the fundamental principles of accountability and transparency.

Attachments:

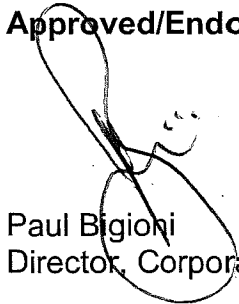
1. City Policy ADM 050 – Freedom of Information and Protection of Privacy Policy (draft)

Prepared By:

Lisa Harker, MPA
Deputy Clerk

Approved/Endorsed By:

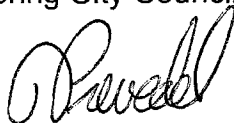
Debbie Shields
City Clerk

Approved/Endorsed By:

Paul Bigioni
Director, Corporate Services & City Solicitor

LH

Recommended for the consideration
of Pickering City Council



Tony Prevedel, P.Eng.
Chief Administrative Officer

Sep. 22, 2016

Procedure Title: Freedom of Information and Protection of Privacy Policy			Policy Number ADM 050
Reference <i>Municipal Freedom of Information and Protection of Privacy Act, 1990, as amended</i> Resolution # **/16	Date Originated (m/d/y) November 26, 2007	Date Revised (m/d/y) June 2009 October 2016	Pages 11
Approval: Chief Administrative Officer		Point of Contact: City Clerk	

Policy Objective

The City of Pickering is committed to providing a right of access to information under the control of the City in accordance with the principles of the *Municipal Freedom of Information and Protection of Privacy Act, 1990* (the Act), as amended. The Act establishes rules for municipalities to follow to ensure access to information and the protection of individual privacy.

The objectives of this policy are to:

1. Ensure fair and equitable access to corporate records and that necessary exemptions from the right of access are limited and specific.
2. Identify staff roles and assign responsibility regarding the use and disclosure of corporate information.
3. Commit to protecting the privacy of individuals with respect to personal information held by the City and to provide individuals with the right of access to their information.
4. Establish guidelines for processing requests for information within the timeline restrictions imposed by the Act.
5. Communicate offenses and liabilities as stated in the Act.

Index

- 01 Definitions
- 02 Responsibilities
- 03 General

04 Access Process

05 Forms

06 Offenses and Liability

Appendix 1 Application for Access/Correction to Records Form

Appendix 2 Fee Schedule

01 Definitions

- 01.01 **Control** – the power or authority to make a decision about the use or disclosure of a record.
- 01.02 **Custody** – the keeping, care, watch, preservation, or security of a record for a legitimate business purpose. While physical possession of a record may not always constitute custody, it is the best evidence of custody.
- 01.03 **FOI Coordinator** – for the purposes of this policy and related procedures, the City Clerk (or designate), is designated as the FOI Coordinator.
- 01.04 **Head** – for the purposes of the Act, the Head is Council, which has delegated its powers and duties to the City Clerk by By-law. However, the Head still remains accountable for actions taken and decisions made under the Act.
- 01.05 **Information and Privacy Commissioner (IPC)** – the Information and Privacy Commissioner of Ontario is appointed by the Lieutenant Governor in Council. The Commissioner is an officer of the Legislature and is independent of the government. The Commissioner hears appeals of decisions made by Heads of institutions, issues binding orders, conducts privacy investigations, and has certain powers relating to the protection of personal privacy.
- 01.06 **Personal Information** – recorded information about an identifiable individual (not a corporation, partnership or sole proprietorship), including information relating to:
- a) Race, national or ethnic origin, color, religion, age, sex, sexual orientation or marital or family status of the individual;
 - b) Education, medical, psychiatric, psychological, criminal or employment history, financial transactions;
 - c) Any identifying number, symbol, address, telephone number, fingerprints or blood type;
 - d) Personal opinions or views of the individual except if they relate to another individual, and views or opinions of another individual about the individual;

- e) Correspondence sent to the City which is implicitly or explicitly of a private or confidential nature and includes replies to the correspondence; and
- f) The individual's name if it appears with any other personal information.

A Personal Information Bank (PIB) is a collection of personal information that is organized and capable of being retrieved using an individual's name or an identifying number or particular assigned to the individual.

- 01.07 **Record** – any information however recorded, whether in printed form, on film, by electronic means or otherwise, and includes: correspondence, memoranda, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microfilms, sound recordings, videotapes, machine-readable records, and social media documentation.
- 01.08 **Request, Complete** – a request for records which sufficiently describes the record sought to enable an experienced employee of the City, exercising reasonable effort, to identify the record. The application fee must accompany the request.
- 01.09 **Request, Formal** – a request for access to or copies of a record which is submitted in writing detailing the requested records, and is dated and signed by the requester. This type of request should be received only after the informal request has been denied.
- 01.10 **Request, Informal** – a verbal request for access to or copies of a record. May also be referred to as an over-the-counter or routine request. All requests should begin informally and requesters should only formally submit a request as a last resort.
- 01.11 **Routine Disclosure** – the routine or automatic release of certain types of administrative and operational records in response to information, rather than formal requests.
- 01.12 **Third Party** – any person, group of persons or organization whose interest might be affected by disclosure, other than the person, group of persons, or organization making a request for access. Where the third party is an individual, another person may in some cases, exercise his/her right.

02 Responsibilities

- 02.01 Head to:
 - a) Maintain a thorough knowledge of this Policy and the principles of the Act.

- b) Ensure the FOI Coordinator and all FOI Representatives are appropriately abiding by the principles of the Act.
- c) Ensure that reasonable measures respecting the records in the custody or under the control of the institution are developed, documented, and put into place to preserve the records in accordance with any recordkeeping or records retention requirements, rules or policies that apply to the City.

02.02 Department/Division Head to:

- a) Understand this policy and the principles of the Act.
- b) Appoint a minimum of one Departmental FOI Representative to perform roles and responsibilities as defined by Section 02.05.
- c) Ensure proper notice is given to the public prior to the collection of any personal information.
- d) Ensure that all personal information is managed in accordance with this policy and applicable privacy legislation.

02.03 Employee to:

- a) Become familiar with this Policy.
- b) Have a sound knowledge of records within their scope of responsibility, which qualify for routine disclosure.
- c) Make recommendations to their FOI Department Representative regarding routine disclosure.
- d) Forward formal requests for information which are not common to their usual course of business to the FOI Coordinator.
- e) Protect personal information to which they have access to or custody of.
- f) Minimize the collection of personal information to only that which is necessary.

02.04 FOI Coordinator (Head) to:

- a) Maintain a thorough knowledge of the FOI Policy and information request procedures.
- b) Receive formal requests and coordinate those requests with Department FOI Representatives to comply with legislated time requirements.

- c) Communicate with requesters to clarify requests, issue notices, and respond to enquiries.
- d) Communicate with the Commissioner's Office to respond to enquiries and seek clarification and direction regarding appeals.
- e) Seek legal advice from the City Solicitor respecting disclosure decisions and appeals, as required.
- f) Make decisions relative to record disclosure.
- g) Determine or waive fees in accordance with Regulations.
- h) Conduct FOI Training and orientation.
- i) Develop and maintain procedures relative to the FOI Policy.

02.05 FOI Department Representative to:

- a) Maintain a thorough knowledge of the FOI Policy and information request procedures.
- b) Compile all records within their area of responsibility relative to the scope of the request, review these records, and submit preliminary disclosure recommendations to the FOI Coordinator.
- c) Coordinate requests with FOI Coordinator to comply with legislated time requirements.
- d) Participate in FOI training.
- e) Meet as required with FOI Coordinator and other FOI Department Representatives to discuss related issues.
- f) Provide guidance to staff within their area of responsibility to ensure use and disclosure of information is in compliance with guidelines and procedures outlined in this policy and related procedures.
- g) Review all FOI request files with Director prior to returning file to FOI Coordinator.

02.06 City Solicitor to:

- a) Maintain a thorough knowledge of the FOI Policy and information request procedures.
- b) Represent the City in defending the City's decision on an appeal.

- c) Provide legal advice to FOI Coordinator respecting disclosure decisions, as required.

03 General

- 03.01 Every person (including Corporations), has the right to request records under the custody and control of the City. The City is not obligated to create a record in response to a request, and the City has no right to question the purpose for the request.
- 03.02 The Act provides that information available to the public before the Act came into force must continue to be available, except personal information. Routine disclosure or usual “over the counter” responses to enquiries should continue outside the procedures set out.
- 03.03 Electronic records – instant messages and emails are forms of electronic correspondence and are considered records under the Act, regardless of the tool or service used to create them.

04 Access Process

- 04.01 Informal Request – where possible, requests should be handled through the informal request/routine disclosure process. Regardless of where or how a request is submitted, staff should direct the requester to the area of responsibility respecting the requested information. The employee is to open dialogue with the requester to discuss the nature of the request and the type of records at issue with a view to determine whether the matter should be handled informally or by means of a formal request under the Act. Typically, if the request is simply for information or for an answer to a question, no specific record is desired. Therefore, the request is considered to be “informal”. If a specific record is requested, the employee shall verify that the record is classed as a public record and qualifies for routine disclosure. Otherwise, the requester is directed to complete a “formal” Application for Access/Correction of Records (see Appendix 1).
- 04.02 Formal Request – once it has been determined that a formal request is needed, an Application for Access/Correction of Records form is to be completed. The Application is available in the Clerk’s Office and on the City’s website www.pickering.ca. All formal requests for information are immediately forwarded to the FOI Coordinator along with the \$5.00 mandatory application fee (see Appendix 2 for Fee Schedule).
- 04.03 The FOI Coordinator contacts the necessary FOI Department Representatives to arrange for collection of records pursuant to the scope of the request. Along with the requested records, the FOI Department Representative will provide the FOI Coordinator with a preliminary recommendation regarding the disclosure of records.

04.04 The FOI Coordinator is responsible for determining disclosure. Under the Act, there are two types of exemptions that must be considered when assessing whether information is to be disclosed:

- a) Mandatory Exemptions – requiring the institution to refuse disclosure of the record. Such records include:
 - information pertaining to intergovernmental relations; if the information was received in confidence;
 - third party information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, if supplied in confidence, and where disclosure could prejudice the interests of the third party;
 - personal information about individuals other than the requester.
- b) Discretionary exemptions – requiring an institution to apply discretion and good judgment when determining whether or not to disclose the record. Such records include:
 - Draft by-laws, records of closed meetings where such are authorized by statute;
 - Advice or recommendations within the organization;
 - Law enforcement records;
 - Information which could prejudice the financial or other specified interests of the organization;
 - Solicitor-client privileged information;
 - Information which could endanger the health or safety of an individual;
 - Information already available to the public or soon to be published.

Although the above-noted exemptions provide direction as to what must or may be considered when assessing whether or not to disclose, there are times when the above exemptions do not apply:

- if a compelling public interest outweighs the purpose of the exemption; or
- if there is a grave environmental, health or safety hazard, regardless of whether or not a formal request for information has been made.

- 04.05 The FOI Coordinator shall issue a Notice of Decision and any other required Notices to the requester within the prescribed 30 days.
- 04.06 Fee Estimates – in accordance with the Regulations under the Act, the FOI Coordinator and the FOI Department Representative shall estimate the processing, searching and copying fees, based on the scope and nature of the request. If fees are estimated to be greater than \$25.00, then the requester must grant permission to proceed.
- 04.07 Response Time limitation – the Act dictates that the Notice of Decision must be issued to the requester within thirty (30) days of receipt of a completed request. If a request is deemed incomplete or too vague and must be clarified, then the thirty (30) days starts after clarification and the \$5.00 application fee is received.
- 04.08 Time Extension – the Act provides that the Head may extend the thirty day time limit in the following circumstances:
- a) The request is for a large number of records or staff will have to search through a large number of records and to do so would unreasonably interfere with the operations of the City; or
 - b) Consultations with people outside of the institution are necessary before responding and cannot reasonably be completed within the time limit.
- Extensions are not permitted in the following circumstances:
- a) Situations where staff who would normally deal with the request are away from the office; or
 - b) Staff are assigned to tend to heavy workloads for regular work assignments.
- 04.09 Method of Access – in most cases, the requester will obtain access to a copy of the records. Generally, originals are accessed and reviewed by the requester in situations where there is a large volume of records, or at the request of the requester.
- 04.10 Third Party Involvement – there may be circumstances where it is impossible to sever personal or third party information from a record. In this situation, it is determined if the exemption is mandatory or discretionary. When the exemption is mandatory, access to the record is denied. When the exemption is discretionary and the City intends to release the record, the third party identified in the record must be notified of the City's intention to release the information. This notification will allow the third party the opportunity to make representations on the proposed disclosure. If the Third Party disapproves of the City's final decision, they have the right to Appeal. During the appeal process, the City's response period is put on hold.

04.11 Decisions – within the time limits specified in the Act, the requester must be notified in writing of the City's decision. The City's response, based on the mandatory and discretionary exemptions stated in the Act, will be:

- a) Access granted in whole;
- b) Access denied in whole or in part (with the section of the Act stated);
- c) No record exists; or
- d) Refused to confirm or deny.

04.12 Appeals – any requester who is dissatisfied with the City's decision to withhold documents or to release documents only in part, or any third party who is dissatisfied with the City's decision to release documents that he/she felt should not be released, may appeal to the Information and Privacy Commissioner. This Notice of Appeal must be filed with the Information and Privacy Commissioner's Office within thirty (30) days of the date of the City's decision.

The FOI Coordinator will receive any Appeal Notices from the Commissioner's Office and prepare the record packages. The City Solicitor will represent the City in defending its decision regarding release of records. The Solicitor will prepare any written representations and participate in any verbal (either in person or over the telephone) representations. An Order issued by the Commissioner is final, subject to judicial review only in the event of a gross error of law. The Order itself will specify new time periods within which any further action must be taken by either or both parties involved. The FOI Coordinator will take the necessary actions as specified in the Order.

05 Forms

05.01 All forms created by or for the City and used for City activities are subject to the Act.

05.02 At the point of creation, forms shall be created in accordance with City policies and procedures, and shall be reviewed by the FOI Coordinator with a view to the Act.

05.03 Forms that include the collection of personal information shall include the following clause:

"Personal information contained on this form is collected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, and will be used for the purpose of _____. Questions about this collection should be directed to the City Clerk, One The Esplanade, Pickering, ON L1V 6K7, 905.420.4611."

06 Offences and Liability

- 06.01 Section 48 of the Act outlines the offences under the Act which can lead to prosecution. These offenses include breach of the privacy protection provisions and obstruction of the FOI Commissioner in carrying out duties or exercising powers. Fines of up to \$5,000.00 may be imposed.
- 06.02 Section 48(1)(c.1) of the Act states that no person shall alter, conceal or destroy a record, or cause any other person to do so, with the intention of denying a right under this Act to access the record or the information contained in the record.
- 06.03 Section 49 explains, however, that no civil action lies against the Head or another person acting under the Heads direction for damages resulting from the disclosure or non-disclosure if the person is acting in good faith. Similarly, no legal action can be brought for failure to give notice under the Act if reasonable care is taken to give the required notice.

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

City of
PICKERING

Application for Access/Correction to Records
Municipal Freedom of Information and Protection of Privacy Act

Returned Completed Application To:
City of Pickering, Clerk's Office, One The Esplanade
Pickering, ON L1V 6K7, Tel. 905.420.4611

This form is to be completed only if standard practice prohibits access to requested records.

Request For: ☐ Access to General Records ☐ Access to Own Personal Information
☐ Correction of Own Personal Information

If request is for access to, or correction of, own personal information records, last name appearing on records is ☐ same as below, or

Details (a fee of \$5.00 applies to each application)

First Name Last Name
Street Address Unit #
City Province Postal Code
Home Phone # Bus. Phone # Extension
Fax # Email Address

Detailed description of requested records, personal information records or personal information to be corrected. (If requesting access to your personal information, identify the personal information bank or record containing the personal information). Please attach a separate sheet if necessary.

Note: If you are requesting a correction of personal information, indicate the desired correction and, if appropriate, attach any supporting documentation. You will be notified if the correction is not made and you may require a statement of disagreement be attached to your personal information. In accordance with Section 45(1) of the *Municipal Freedom of Information and Protection of Privacy Act*, additional fees may be charged.

Signature _____

Date _____

Method of Access

- ☐ Original
☐ Copy

Office Use Only

Application Fee ☐ Cash ☐ Cheque	Date	Request No.
Comments		

Personal information contained on this form is collected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, and will be used to process your request. Questions about this collection should be directed to the City Clerk, One The Esplanade, Pickering, ON L1V 6K7, 905.420.4611.

CSV 0301-01/26 Revised 16/07/25

Alternate formats available upon request at 905.683.7575.

Fee Schedule

Fee Charges for requests for general information

Application Fee	\$5.00	To be paid when request is submitted
Search Time	\$7.50	Per each ¼ hour required to search and retrieve records
Record Preparation	\$7.50	Per each ¼ hour required to prepare records for release
Photocopying	20¢	Per page
Computer programming	\$15.00	Per each ¼ hour if needed to develop program to retrieve information

Fee charges for requests for personal information.

Application Fee	\$5.00	To be paid when request is submitted
Photocopying	20¢	Per page
Computer programming	\$15.00	Per each ¼ hour if needed to develop program to retrieve information

Estimates

Fee estimates will be given if anticipated fees are \$25.00 or more. If the estimate of fees to be paid is \$100.00 or more, the requester may be required to pay a 50% deposit.

Appeals

General Records \$25.00
 Personal Information \$10.00

Appeal fees are to be paid up front and our Notice of Decision must advise the requester of these appeal fees.

From: Marisa Carpino
Director, Culture & Recreation

Subject: Community Engagement Strategy
- Annual Status Report
- File: A-1440

Recommendation:

1. That Council receive for information the annual status report to the City of Pickering Community Engagement Strategy (Priorities for 2015/16) as per Attachment 1.

Executive Summary: At the Council meeting of June 15, 2015, Council enacted Resolution #56/15 authorizing staff to complete five key community engagement priorities in 2015-2016 from the City of Pickering's Community Engagement Strategy.

As such, a team of municipal staff representing all departments and the Pickering Public Library have been working together to implement these strategies in 2015/16 and have prepared an annual status report for Council's information (see Attachment 1).

Financial Implications: Five community engagement priorities identified for completion in 2015-2016, utilized approved funds in the 2015 and 2016 Current Budgets. These funds were primarily dedicated to International Association of Public Participation (IAP2) training of Council, Directors and select City staff.

The Community Engagement staff team will address future funding of community engagement initiatives in the 2017 budget approval process.

Discussion: Community Engagement is one of Pickering's five corporate priorities. As such, a team of municipal staff representing all departments and the Pickering Public Library began working together in early 2012 to develop a corporate Community Engagement Strategy. The consulting services of MASS LBP were retained to complete individual and small group interviews with Council, and various City staff departments in April 2012. They also completed larger consultation sessions with senior staff, Council, front line staff, community leaders and citizen advisory committee members.

The findings of these consultation sessions informed their final report entitled "Together and Towards: A report to support the development of an engagement strategy for Pickering" which was received by Council at the July 8, 2013 Council Meeting. Since that time, 19 of the 20 recommended engagement priorities have been addressed by City staff with status reports being provided annually to Pickering Council.

Accordingly, the purpose of this report is to provide an annual status report on staff's progress of the 2015/16 community engagement priorities (see Attachment 1).

Highlights of the 2015/16 Annual Status Report include:

1. Set clear benchmarks and measures for increasing public engagement and report annually.

A variety of public engagement initiatives were implemented by City staff in 2015/16 including the Street Team, Pingstreet App, Your City Event, Sustainability Survey, Sustainability eNewsletter and Sustainability Workshops. Benchmarks with quantitative measures were identified for each initiative prior to implementation as a tool to measure success. Positive results were largely realized in each initiative and will continue to be measured year after year to chart progress.

2. Adopt new, more deliberative techniques for involving residents in decision-making.

Staff have identified the South Pickering Intensification Study as a means to adopt new deliberative techniques for involving residents in the development of recommendations. It is important to identify the public's critical issues concerning land development and urban design along the Kingston Road corridor to help inform Development Guidelines and Zoning By-laws. To this end, City Development staff will establish collaborative working groups to engage a broad range of stakeholders allowing for both formal and informal feedback. The consultations are scheduled to take place in late 2016 or early 2017.

In early 2016, Culture & Recreation staff formed a new Seniors Council comprising Pickering residents age 55+, who submitted an application to participate. The Seniors Council meet monthly with select Culture & Recreation staff in order to research, collect data and prepare a Seniors Business Plan that provides recommendations regarding the provision of municipal Culture & Recreation Services. A draft Seniors Business Plan has been developed and identifies recommendations related to seniors programming (development, delivery and promotions) and facility development. In response, City staff has developed many of the recommendations for new programs which will be offered in the upcoming 2017 Winter Leisure Guide.

3. Create a co-production task force to review opportunities to devolve, enhance or share City services with residents and local groups.

City staff have discussed potential projects that would be appropriate for this level of active involvement by residents. Such projects may raise legal and/or financial issues and must be reviewed by appropriate City staff. To date, the opportunity for residents to adopt a City garden has been identified as a possible project idea. It is still under consideration by City staff and if it proceeds, will be initiated by the department staff responsible for City Gardens. A task force will not be created at this time.

4. Engage citizens to enhance current design principles for proposed developments.

City Development staff utilized resident feedback from the City Centre visioning exercises to develop Draft City Centre Urban Design Guidelines, January 2016. The document is currently available on the City's website and the recommended version will be presented to Council along with the recommended City Centre Zoning By-law later this year.

5. Develop and offer an annual Civics 101 class to Pickering residents.

A dedicated team of City staff developed the Pickering 101 Civics program which was offered at no cost to residents in 2016. The program was promoted through various venues and staff received over 50 applications to participate, from which 33 were selected. The Pickering 101 Civics program ran for seven weeks from January 20 to March 2, 2016, and covered a variety of topics including the history of Pickering, legislation, building services, finance, and more. A post project survey was sent to participants, which confirmed that learning objectives were met. Post project debriefing of staff was also conducted and the Pickering 101 Civics program was determined to run annually. Overall, the participant and staff response to the first ever Pickering 101 Civic program was very positive.

The Community Engagement Strategy to **"Create a new learning and engagement unit to advise Council & Departments"** was addressed in previous years primarily through IAP2 training (International Association of Public Participation). IAP2 training has been completed by 13 City staff to date. That said, staff have remained committed to providing additional community engagement training in 2015/16. A "Public Participation for Decision Makers" workshop was provided to Council and Senior Managers on September 17, 2015. In addition, staff with IAP2 training developed and provided a workshop highlighting IAP2 strategies to 14 additional City staff on February 26, 2016. This workshop provided staff with the knowledge, tools and techniques to employ community engagement strategies in their Department. Moving forward, IAP2 training will continue to be offered to City staff (as appropriate) on an annual basis. In the meantime, IAP2 training resources are made available on the City's intranet and the Community Engagement staff team provide regular emails to staff to make them aware of the resource.

Since the Community Engagement Strategy was first developed in 2013, the Community Engagement staff team has addressed 19 of the 20 recommendations. At this stage, the Community Engagement staff team will proceed by remaining focused on the community engagement priorities identified in the report and maintaining the strategies employed to date.

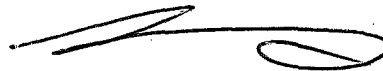
Attachments:

1. Annual Status Report: City of Pickering Community Engagement Strategy (Priorities 2015/16)
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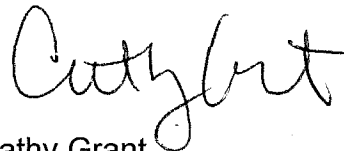
Prepared/Approved/Endorsed By:



Marisa Carpino
Director, Culture & Recreation



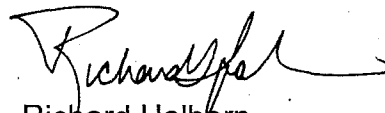
Stan Karwowski
Director, Finance & Treasurer



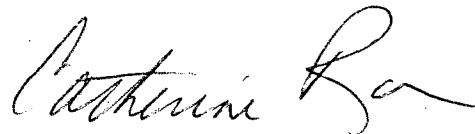
Cathy Grant
Chief Executive Officer
Pickering Public Library



Paul Bigioni
Director, Corporate Services & City Solicitor



Richard Holborn
Director, Engineering & Public Works



Catherine Rose
(Acting) Director, City Development

:mc

Recommended for the consideration
of Pickering City Council



Sept. 22, 2016

Tony Prevedel, P.Eng.
Chief Administrative Officer

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
Set clear benchmarks and measures for increasing public engagement and report annually.	City of Pickering Street Team (Summer) Goal: Foster positive experience with residents and staff, and increase eNewsletter subscription. Once residents are subscribed, this is a great channel to promote City information, and further engagement opportunities directly to their emails. Measure: 1. number of shifts 2. Number of people who filled out a ballot to be entered into our prize draw – must subscribe to newsletter to win. 3.	City of Pickering Street Team (Summer) Deliverables: 1. Street Team staff executed 4 (3 hr) shifts 2. Shift 1 saw 33 ballots entered. Shift 2 saw 21 ballots. Shift 3 saw 28 ballots.	All Departments
	Pingstreet App Goal: Increase number of app downloads by visitors, businesses, and residents. With the app, they can be alerted of meetings/events, access map of road works, and report a problem affecting quality of life using their camera. Measure: 1. Number of people who have downloaded the app.	Pingstreet App Deliverables: 1. December 2015 had 448 users August 2016 had 862 users	
	Your City Event Goal: Increase number of attendees at the annual Your City event, where event-goers can meet City staff and learn about the services, programs, and infrastructure available to them, as well as get up close and personal with our municipal vehicles for our Touch-a-Truck exhibit.	Your City Event Deliverables: 2016: 1. Approximately 184 event-goers came inside City Hall 2. We did not measure Ops staff engagement (noted for next year) 3. 65 ballots received. 4. Staff did not measure this, noted for next year.	

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
	Measure: 1. Number of people who enter City Hall (rough head count at door). 2. Number of people that interact with Operations staff stationed at each Touch-a-Truck vehicle. 3. Number of people who enter our newsletter prize draw. Measure 4. Ask event-goers how they heard about this event Social Media Goal: Increase followership across a variety of platforms, including Twitter, Facebook, and Instagram. Measure: 1. Number of people who follow our channel 2. Number of people who engage with us on our posts (through liking, commenting, sharing, etc.) Your City Bus Tour October 2016 (first City-wide public bus tour, adults only) Goal: Tour was created around a thoughtfully designed route that takes passengers to key places of interest and showcases some of the facilities, services, and projects that impact the community and their everyday lives. Learn about developments like Seaton and our City Centre, as well as our economic, environmental and cultural goals, and more! Measure: 1. How many people applied 2. How many people got seated.	Social Media Deliverables: Social media followership is monitored regularly and tracked a reported on through our annual Communications Plan, that is available electronically on the City's Intranet. Your City Bus Tour Deliverables: 1. 108 people applied 2. 30 people were selected for bus through a random lottery process – a handful of attendees are graduates of the Pickering 101 course.	

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
	Pickering City Centre Farmers' Market Goal: The City's commitment to the market is in keeping with the vision expressed in the Downtown Intensification Strategy. The market meets our "... Community vision for our downtown as a destination for people of Pickering to gather, celebrate, play: to shop, be active, experience culture, dine and attend outdoor events and festivals ... and defines our downtown as Pickering's heart and soul." To offer weekly Pickering Pros and program teasers, which showcase the services, events, and programs we offer. Measure: 1. Number of attendees 2. Number of vendors 3. Sales of vendors 4. Pickering Pro feature/ feedback final report to Council will be drafted following the market's closure in early October. Sustainability Survey Goal: Receive a statistically significant number of survey respondents for the sustainability survey. Measure: 99% confidence with a 5% margin of error for a population of 90,000, you need 661 respondents. Sustainability eNewsletter Goal: to increase the number of subscriptions to the sustainability eNewsletter. Measure: Annual change in number of people who have subscribed.	Pickering City Centre Farmers' Market Deliverables: 1. Patron attendance at the market averages approximately 1,000 to 1,200 patrons per market day arriving from right across Durham Region and out of Scarborough. This is up 20% from previous patron counts at the mall market. 2. 27 regular vendors 3. Majority of vendors advised staff their weekly sale revenues continue to be 20-25% above sales at the previous Pickering based market. Sustainability Survey Deliverable: 722 surveys were completed. Sustainability eNewsletter Deliverable: In 2014 there were 603 subscriptions, by 2016, this increased to 947.	

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
	Sustainable Seaton Series: Net Zero Energy Housing Workshop Goal: to provide attendee with tools and knowledge on a variety of topics, including the building science, cost, and builder experience with the construction of NZE homes. Measure: number of attendees from the targeted sectors and their level of satisfaction Sustainability Events Goal: to increase awareness within the community on a variety of topics and increase participation rates. Measure: the change in number of participants taking part in various events from 2015 to 2016	Sustainable Seaton Series: Net Zero Energy Housing Workshop New event in 2016 – 88 attendees representing government, builders, and related business 89.5% of attendees rated 'Usefulness of Workshop' as either "very useful" or "excellent" 92.4% of attendees rated 'Presentations & Speakers' as either "very useful" or "excellent" Sustainability Events Deliverable: Environmental Discovery Day 2015 – 343 participants 2016 – 185 participants Compost Giveaway 2015 – 575 participants 2016 – 987 participants eWaste/Household Hazardous Waste event 2015 – 5.04 tonnes collected from 149 cars 2016 – TBD (event take place October 22nd) Spring/Fall Workshops 2015 – 3 workshops 68 participants 2016 – 3 workshops 168 participants	

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
		Litter Clean Up Events 2015 – 3350 participants 2016 – 3255 participants Film Screening/Workshop 2015 – 38 attendees 2016 – 80 attendees Number of new parks adopted 2015 – 0 2016 – 1 Pollinator (bee/butterfly) Plantings 2015 – 3 sites, 3 community groups 2016 - 5 sites, 5 community groups Tree Planting Events 2015 – 5 events 290 participants 2016 – TBD final events are in the fall Bring Back the Salmon New event in 2016 – 2 classes, 55 students Tackle Share New event in 2016 – 60 participants Salmon Migration Event New event in 2016 – TBD fall event	
	Pickering Fire Services - Get Real Pickering Goal: To educate residents on smoke alarms, carbon monoxide alarms and home escape planning. To assist with the installation,	Get Real Pickering Deliverable: 2015 – Spring & Fall Campaigns 2309 Homes visited 1095 Conversations with residents	

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
	maintenance, and supply of smoke alarms within dwellings. Measure: The change in number of residents who allow fire services staff to conduct inspections in their home and assist with correcting issues. Pickering Fire Services – Adopt A School Goal: To proactively educate grade one students through the delivery of four lessons which cover; reporting an emergency, smoke alarms and carbon monoxide alarms, home escape planning, and burn prevention. Measure: an increase in number of participants taking part in various events from 2014-2015 school year to 2015-2016. Fire Prevention Presentations/Events Goal: to increase awareness within the community on a variety of topics related to fire prevention and fire safety, and increase participation rates. Measure: the increase in number of participants taking part in various presentations/events from 2015 to 2016	509 Homes inspected 109+ Smoke alarms installed 2016 – Spring Campaign (Fall in progress) 1577 Homes visited 841 Conversations with residents 190 Homes inspected 58+ Smoke alarms installed Adopt a School Deliverable: 2014 – 2015 School Year 16 Schools Participated 22 Classes Participated 483 Number of Students 2015 – 2016 School Year 18 Schools Participated 38 Classes Participated 665 Number of Students 2015 64 Presentations/Events 4981 Participants 2016 (ongoing) 37 Presentations/Events 2079 Number of Participants	

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
Adopt new, more deliberative techniques for involving residents in decision-making	City Development South Pickering Intensification Study Goal: Identify the public's critical issues concerning land development and urban design along the Kingston Road corridor to inform the preparation of development guidelines and zoning by-laws. Action: Establish collaborative working groups (including discussion sessions and visioning workshops) to engage a broad range of stakeholders allowing both formal and informal feedback from the community and stakeholders.	Status: The community and stakeholder engagement and consultations are scheduled to be initiated in late 2016 or early 2017. Culture & Recreation staff have formed a new Seniors Council from selected applicants who are residents of Pickering age 55+. The committee meetings monthly (sub committees meet monthly as well) to prepare a Seniors Business Plan, and provide recommendations regarding seniors programming, marketing, delivery and facility development.	All Departments

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
Create a co-production task force to review opportunities to devolve, enhance or share City services with residents and local groups	Staff team will consider opportunities such as "city gardens – adopt a garden".	Task force will not be created at this time.	Office of the CAO

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
Engage citizens to enhance current design principles for proposed developments	City Development City Centre Urban Design Guidelines and Zoning By-law Building on the community engagement undertaken for the City Centre visioning exercise, develop new urban design guidelines and a comprehensive zoning bylaw.	The Draft City Centre Urban Design Guidelines, January 2016, are available on the City's website and will be presented to Council along with the recommended City Centre Zoning By-law (see City's website for Draft City Centre Zoning By-law, April 2016) later in 2016.	City Development

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
Develop and offer an annual Civics 101 class to Pickering residents (carried forward from last year, previously approved by Council as per resolution #260/14)	Class to be developed. Promote program to community. Deliver program. Analyze program and make recommendations for moving forward on an annual basis.	The program was developed by City staff. The class is now called Pickering 101. The program was promoted through various venues and received over 50 applications from which 33 were selected. The program ran for 7 weeks and received positive feedback from participants. Pickering 101 project team held debrief. A post project analysis was completed at which it was determined to run this program annually. Post project survey was sent to Pickering 101 participants to determine if learning objectives were met.	Library

Annual Status Report: City of Pickering Community Engagement Strategy (Priorities for 2015/16)

Priority	Action	Progress Update	Lead Department
Create a new learning and engagement unit to provide comments to Council & Departments	"Public Participation for Decision Makers" workshop will be offered to Council and Senior Managers in Fall 2015 IAP2 trained staff will offer workshops for staff who in various departments and employ community engagement strategies. Five team members include S.Muir, D. Wylie, C.Whitaker, L.Harker, A.Mostert. Have developed a half day presentation on IAP2 overview and City engagement opportunities and examples. Schedule session for 15 staff for early new year and add to corporate training registration. Two staff will complete IAP2 training in 2015	Public Participation for Decision Makers" provided to Council and Senior Managers on September 17, 2015 This was held over a half-day session on February 26, 2016, with 14 staff in attendance. 100% of survey respondents felt they had a better understanding of community engagement. Resources have been uploaded to the Intranet and a staff eBlast will be sent to draw awareness. Training will be offered annually. J.Morris and J.Hanna attended.	Library IAP2 staff

From: Marisa Carpino
Director, Culture & Recreation

Subject: Consulting Services for a Recreation & Parks Master Plan and Skateboard Park Strategy

- Request for Proposal No. RFP-10-2016
- File: A-1440

Recommendation:

1. That Proposal No. RFP-10-2016, for Consulting Services for a Recreation & Parks Master Plan and Skateboard Park Strategy, submitted by Monteith Brown Planning Consultants in the amount of \$194,321.02 (HST included) be accepted;
2. That the total gross project cost of \$213,753.00 (HST included), including the amount of the proposal and other associated costs, and the total net project cost of \$192,491.00 (net of HST rebate), be approved;
3. That Council approve the use of funds from account 5780.1505 that were approved for upgrades and repairs to the skateboard facility at Diana, Princess of Wales Park, for the Skateboard Park Strategy component of the Recreation & Parks Master Plan;
4. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$192,491.00 as follows:
 - a) The sum of \$31,250.00, as provided for in the 2016 Current Budget Culture & Recreation Administration, be increased to \$34,135.00 to be funded from property taxes;
 - b) The sum of \$93,750.00, as provided for in the 2016 Current Budget Culture & Recreation Administration, be increased to \$102,406.00 to be funded by a transfer from the Development Charges Reserve Funds-Growth Studies (DCRF);
 - c) The sum of \$55,950.00, as provided for in the 2015 Capital Budget Parks, to be funded by a transfer from the Rate Stabilization Reserve; and
5. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

Executive Summary: The City of Pickering's existing Recreation & Parks Master Plan was completed in 2002 and provided recommendations over a span of 10 years. This outdated plan, coupled with the anticipated development of Seaton in Central Pickering, caused City staff to

Subject: Consulting Services for a Recreation & Parks Master Plan and
Skateboard Park Strategy

Page 2

identify the development of a new Recreation & Parks Master Plan as an immediate need. Accordingly, the Recreation & Master Plan was included as a project in the approved 2016 Current Budget.

The Recreation & Parks Master Plan will be a Council-approved document that will guide future City decisions on Pickering's recreational facilities, programs and parks service delivery. It will enhance the City's capacity to better provide, plan, facilitate and deliver the recreational needs of the community, at present and into the future.

Prior to the installation of a second skateboard facility within the City of Pickering and repairs/upgrades to the existing skateboard facility in Diana, Princess of Wales Park, Council requested through Resolution #80/15 that a City wide Skateboard Park Strategy be prepared to determine the overall need and most appropriate locations for skateboard facilities within the City, including the Seaton Lands.

To that end, Request for Proposal No. RFP-10-2016 for Consulting Services for a Recreation & Parks Master Plan and Skateboard Park Strategy was issued on June 27, 2016. Three proposals were received by the closing date and time of July 28, 2016. The highest scoring proponent, Monteith Brown Planning Consultants, in the amount of \$194,321.02 (HST included) is recommended for approval. The total gross project cost is estimated to be \$213,753.00 and the total net project cost is estimated at \$192,491.00 (net of HST rebate).

Financial Implications:

1. Proposed Amount

Proposal No. RFP-10-2016	\$171,965.50
HST (13%)	<u>22,355.52</u>
Total Gross Project Cost	<u>\$194,321.02</u>

2. Estimated Project Costing Summary

Proposal No. RFP-10-2016	\$171,966.00
Contingency 10%	<u>17,196.00</u>
Total Cost	\$189,162.00
HST (13%)	<u>24,591.00</u>
Total Gross Project Costs	<u>\$213,753.00</u>
HST Rebate (11.24%)	<u>(21,262.00)</u>
Total Net Project Costs	<u>\$192,491.00</u>

Subject: Consulting Services for a Recreation & Parks Master Plan and
Skateboard Park Strategy

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3. Approved Source of Funds
2016 Current Budget – Culture & Recreation Administration
2015 Capital Budget – Parks

Account Code	Source of Funds	Budget	Required
2711.2392.0000	Property Taxes	\$ 31,250.00	\$ 34,135.00
	DCRF	93,750.00	102,406.00
5780.1505.6129	Rate Stabilization Reserve	\$ 75,000.00	\$ 55,950.00
	Total Funds	<u>\$200,000.00</u>	<u>\$192,491.00</u>

4. Breakdown of Estimated Costs by Project

Account Code	2711.2392	5780.1505.6129	
Project Description	Recreation, Leisure, Sports & Facilities, Parks & Trails	Skateboard Park Strategy	Total
RFP-10-2016	\$121,982.00	\$49,984.00	\$171,966.00
Contingency (10%)	<u>12,198.00</u>	<u>4,998.00</u>	<u>17,196.00</u>
Total Costs	134,180.00	54,982.00	189,162.00
HST 13%	<u>17,443.00</u>	<u>7,148.00</u>	<u>24,591.00</u>
Total Gross Project Costs	151,623.00	62,130.00	213,753.00
HST Rebate (11.24%)	<u>(15,082.00)</u>	<u>(6,180.00)</u>	<u>(21,262.00)</u>
Total Net Project Costs	<u>\$136,541.00</u>	<u>\$55,950.00</u>	<u>\$192,491.00</u>

Due to the 10% contingency provision, the Recreation & Parks Master Plan for the growth related project has resulted in an over-expenditure of \$11,541.00 (approximately 9%). The additional funds required will be funded in the same funding ratio as the approved budget funding sources, specifically 25% from property taxes and 75% from Development Charges Reserve Funds-Growth Studies.

In recognition of Council Resolution #80/15, staff are recommending that funds approved for the repairs and upgrades to the skateboard facility at Diana, Princess of Wales Park in account 5780.1505 be redirected to fund the Skateboard Strategy component of the Master Plan.

Subject: Consulting Services for a Recreation & Parks Master Plan and
Skateboard Park Strategy

Page 4

Discussion: The City of Pickering allocated funds in the 2016 Current Budget to develop a Recreation & Parks Master Plan. City staff identified the need to update the existing City of Pickering Recreation & Parks Master Plan which was completed in 2002 and covered a span of 10 years. The 2002 plan, which focused on the recommendations relating to the delivery of recreation services and the provision of programs, services, facilities, parks and open spaces, is now outdated. No significant review of the plan has been undertaken since 2002.

The City has introduced two new facilities since that time which include the Petticoat Creek Community Centre and the Pickering Indoor Soccer Centre, expanded the Pickering Recreation Complex and has developed several parks, play spaces and outdoor sports fields. The City represents a diverse population who may be changing the demands for certain recreation and sports facilities. The City also has a variety of community groups that offer services in the field of sports, recreation and leisure that may have some competing demands and needs for space, staff resources and funding, while desiring to increase their programs and services.

Addressing a renewed Recreation & Parks Master Plan at this time is also driven by the anticipated development of Seaton in Central Pickering. The Seaton community will ultimately be home to 70,000 new residents and will create approximately 35,000 new jobs. It will have compact, walkable neighbourhoods and contain a mix of uses that can adapt and evolve over time. The location of the major recreation facilities, parks and open spaces have been identified in Seaton, but the recreational amenities, services and programs will be determined through this Master Plan project.

Staff have also recognized the need to provide more skateboard facilities within the City of Pickering. A site was selected, however due to objections by local residents among other concerns, Council did not approve the project. Through Resolution #80/15, Council requested that a Skateboard Park Strategy be prepared. This strategy is to be completed as an extension of the Master Plan project. The Strategy will address the immediate need for a skateboard park facility in south Pickering and will identify the best locations. Concept plans will be prepared and presented to the public and stakeholders for review and approval at a public engagement meeting.

As a result, staff prepared Request for Proposal No. RFP-10-2016 for Consulting Services for a Recreation & Parks Master Plan. As outlined in RFP-10-2016, the Recreation & Parks Master Plan will provide direction and guidance for managing parks and recreation programs, infrastructure and investment in a fiscally responsible manner. More specifically, the plan will address:

- What types of recreation programs, services, facilities and parks should be provided;
- Where recreation programs, services, facilities and parks should be located or offered;
- When the recreation programs, services, facilities and parks will be needed or required; and
- How the recreation programs, services, facilities and parks should be implemented and funded.

Subject: Consulting Services for a Recreation & Parks Master Plan and
Skateboard Park Strategy

Page 5

The Master Plan will be a three-part document. Part A will consist of recreation, leisure, sport and facilities components. Part B will consist of parks and trails components, and Part C will consist of a focused skateboard park strategy. The Master Plan project will be take place over a 9 month period ending approximately June 2017 and includes:

Document Review & Data Collection: The Consultant shall complete a review of previous studies, existing plans, demographics, innovative funding strategies, best practices, and a complete inventory of parks, open spaces, sports and recreation facilities, programs and services.

Consultation: The Consultant shall conduct focus group sessions, interviews and surveys with various stakeholders including Council, City staff, Community Organizations, Sport Organizations, School Boards and residents in order gain insight into user experiences, satisfaction with current service levels regarding programs, services, facilities, parks and open spaces, unfulfilled needs, opportunities and gaps in delivery.

Recommendations: The Consultant shall conduct an asset and gap analysis based on the Document Review, Data Collection and Consultation in order to provide recommendations for a 10-year period to 2027. Recommendations shall include associated costs as applicable (one-time and/or ongoing operating and/or capital costs identified separately), the identification of the staff department responsible, and short/medium/long term target range and funding strategies as appropriate. Recommendations shall be identified over three distinct timeframes – short (1-3 years), medium (4-6 years) and long-term (7-10 years).

Proposal No. RFP-10-2016 for Consulting Services for a Recreation & Parks Master Plan and Skateboard Park Strategy was issued on June 27, 2016. An advertisement was posted on the City's website. Three proposals were received by the closing date of July 28, 2016. An evaluation committee, consisting of City staff from the Culture & Recreation Department and the Engineering & Public Works Department, evaluated the proposals using criteria outlined in the Terms of Reference. The highest scoring proponent was Monteith Brown Planning Consultants.

Monteith Brown Planning Consultants has submitted a copy of the Health & Safety Policy and the current WSIB Clearance Certificate, all are acceptable to the Coordinator, Human Resources. Certificate of Insurance is deemed acceptable to Manager, Budgets & Internal Audit. In conjunction with the foregoing approvals, staff have reviewed the previous work experience of Monteith Brown Planning Consultants and the references provided and the proposal is deemed acceptable.

Upon careful examination of all proposals and relevant documents received, the Culture & Recreation Department recommends the acceptance of Proposal No. RFP-10-2016 submitted by Monteith Brown Planning Consultants, in the amount of \$194,321.00 (HST included) and that the total net project cost of \$192,491.00 (net of HST rebate) be approved.

Subject: Consulting Services for a Recreation & Parks Master Plan and
Skateboard Park Strategy

Page 6

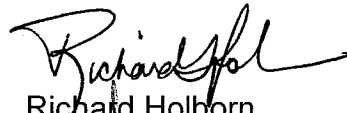
Attachments:

1. Supply & Service Memorandum dated August 3, 2016.
 2. Supply & Services Memorandum dated September 8, 2016.
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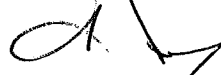
Prepared/Approved/Endorsed By:



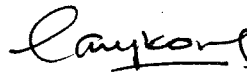
Marisa Carpino
Director, Culture & Recreation



Richard Holborn
Director, Engineering & Public Works



Vera A. Felgemacher
C.P.P., CPPO, CPPB, C.P.M., CMM III
Manager, Supply & Services



Caryn Kong, CPA, CGA
Senior Financial Analyst-Capital
& Debt Management

Subject: Consulting Services for a Recreation & Parks Master Plan and
Skateboard Park Strategy

Page 7

Approved/Endorsed By:



per

Stan Karwowski, CPA, CMA, MBA
Director, Finance & Treasurer

:mc

Recommended for the consideration
of Pickering City Council



Sept. 22, 2016

Tony Prevedel, P.Eng.
Chief Administrative Officer

To: Marisa Carpino
Director, Culture & Recreation
Richard Holborn
Director, Engineering & Public Works

August 3, 2016

From: Vera A. Felgemacher
Manager, Supply & Services

Copy: Supervisor, Supply & Services

Subject: Request for Proposal No. RFP-10-2016
Consulting Services for a Recreation and Parks Master Plan
Closing Date: Thursday, July 28, 2016
- File: F-5300-001

Terms of Reference for Consulting Services for a Recreation and Parks Master Plan were advertised on the City's website. Three companies have submitted a proposal.

Stage 1 - Evaluation of Submission Requirements – has been completed, and all three proposals are available for consideration. Hard copies of the proposals for evaluation will be distributed by inter-office mail. Each member of the evaluation committee is to carefully review the submissions, score each response according to the criteria and sign the evaluation form.

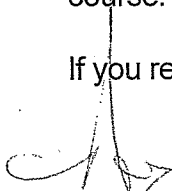
Attachments:

1. Stage 1 – Evaluation of Submission Requirements
2. Evaluation Form
3. Evaluation Criteria
4. Copy of the Terms of Reference

Forward the completed evaluation form to Supply & Services. In accordance with Purchasing Procedures 14.02 Item 17, committee members' scores for each respondent will be totaled to establish an average score. A summary of average scores will be prepared for discussion at a meeting set up for the evaluation committee.

Please direct enquiries to Supply & Services. Respondents will be advised of the outcome in due course.

If you require further information, please contact me, or a member of Supply & Services.


VAF/sb

Attachments (4)

Project Deliverables – 40 points

- Demonstrated understanding of the requirements;
- Proponents must relate these objectives to past experience or expertise of the Proponent and/or their team;
- Identification of “value-added” services brought by the Proponent’s team
- A summary of the risks, problems or issues associated with the work and how they will be mitigated;
- Project management structure;
- The proposed methodology to be used to gather, research and analyze the data for the study;
- The project schedule, including, but not limited to: start date, milestone dates, regular meeting dates, proposed date for draft report to the City, proposed date for final report to the City and hours allocated to individuals assigned to the project;
- Additional budget breakdown which is clearly identified and itemized with cost estimates for individual components of work related to critical milestones and which includes all expenses, fees, disbursements to support the lump sum pricing submitted; and
- Proposed work program demonstrating the ability to complete required tasks and meet established deadlines.

Quality and Completeness of Proposal – 5 points

- Presentation of proposal, examples, details, content organization, how well instructions are followed and how proposal aligns with stated objectives of RFP; and
- Table of Contents with page numbers and identification of all materials.

Pricing – 20 Points Total

Provide a lump sum price (excluding HST) for Consulting Services for a Recreation and Parks Master Plan as further described in Appendix D – Request for Proposals Particulars, Section A – Deliverables.

Pricing will be scored based on a relative pricing formula using the Total Project Cost set out in the Pricing Form, Part A, Part B and Part C.

Interview – 50 Points

Up to a maximum of the three (3) highest-ranking proponents may be selected for an interview (if required) in Stage IV.

Selected proponents may be required to make an oral presentation to the City’s evaluation team. The City and the selected proponents will schedule these presentations, and proponents will be given sufficient time to prepare for such a presentation.

Presentations will be evaluated by representatives of the Evaluation Committee, and shall follow this general format:

- a. Introductions
- b. Presentation or interview
- c. Questions from Interview Committee
- d. Questions from proponents

Interview questions will be provided to those proponents who have been chosen, prior to the interview.

Consulting Services for a Recreation and Parks Master Plan

RFP-10-2016

Stage II - Evaluation of Rated Criteria

Stage II will consist of a scoring on the basis of the Rated Criteria. Subject to the Terms of Reference and Governing Law, the top-ranked proponent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected proponent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things; result in the disqualification of the proponent and the selection of another proponent, or the cancellation of the RFP.

The following is an overview of the categories and weighting for the rated criteria of the RFP.

Appendix D – RFP Particulars

D. Rated Criteria

Proposals will be evaluated on the basis of all information provided by the Proponent. Proposals submitted, shall be evaluated using the criteria listed in the table below. Criteria are weighted in accordance with their importance and relevance to the City's objectives.

Rated Criteria Category	Weighting (Points)
Experience, Qualifications and References	35
Project Deliverables	40
Quality and Completeness of Proposal	5
Pricing – Part A, B & C	20
Total Points Stage I - IV	100
Interview (if required)	50
Total Points Stage 1 - V	150

Experience, Qualifications and References – 35 points

- A company profile providing an overview of the Company's experience in completing similar master planning on behalf of other municipalities;
- Details of past experiences in municipal government public sector experiences in developing and implementing recreation and parks master plans.
- An organizational chart or detailed listing of the roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- The name(s) of the individuals who will be responsible for overseeing the project and a resume for each individual identifying their expertise and credentials (including resumes);
- Examples of previous completed recreation and parks master plan reports for other agencies (preferably municipal governments);
- Quality of references (complete Appendix E or submit the required information on other paper stock).

Request for Proposal – Consulting Services for a Recreation and Parks Master Plan

RFP-10-2016

Evaluation Form – Stage II

Respondent	Experience, Qualifications and References	Project Deliverables	Quality and Completeness of Proposal	Pricing – Part A, B & C	Interview – Responses to Interview Questions & Presentation (if required)	Evaluators Comments
Weight/Points:	35	40	5	20	50	
Sierra Planning & Management						
Monteith Brown Planning Consultants						
LeisurePlan Int. Inc.						

Committee Member: _____
Print Name

Signature: _____

Date: _____

City of
PICKERING

Memo

To: Marisa Carpino, Director, Culture & Recreation
Richard Holborn, Director, Engineering & Public Works

From: Vera A. Felgemacher
Manager, Supply & Services

Copy: Manager, Facilities Operations
Sr. Coordinator, Landscape & Park Development
Supervisor, Supply & Services

Subject: Request For Proposal No. RFP-10-2016
Consulting Services for a Recreation and Parks Master Plan
- File: F-5300-001

September 8, 2016

Further to the memo dated September 8, 2016, the Terms of Reference for the above project were issued on June 27, 2016. An advertisement was posted on the City's website. Three (3) proposals were received by the closing date and time of July 28, 2016.

The proposals received contained the mandatory requirements for Stage 1 Evaluation, and proceeded to Stage II. The Evaluation Committee, consisting of City Staff from the Culture & Recreation and Engineering & Public Works Departments, conducted independent evaluations of the proposals. A combined average score for the proposal was completed, and a copy of the approved final consensus spreadsheet is attached.

A summary of the submitted pricing (excluding HST) and points awarded for the proposal is attached.

Monteith Brown Planning Consultants has received the highest overall points. The total cost to provide this service is \$171,965.50 plus HST.

A budget of \$125,000.00 was provided to Supply & Services for this procurement. If the recommendation to award exceeds the budgeted amount, refer to Financial Control Policy Item 11 for additional instructions.

In accordance with Material Disclosures Item 2 and 3, as a pre-condition of award, the selected Proponent – Monteith Brown Planning Consultants - will be required to provide the following documents for review. Please advise if we are to proceed with this task.

- (a) The City's Health & Safety Policy Acknowledgement form currently dated and signed;
- (b) A copy of the current Certificate of Clearance issued by Workplace Safety & Insurance Board;
- (c) A certificate of insurance completed by the Company's agent, broker or insurer; and
- (d) A completed Sub-contractors List, listing all sub-contractors who may be carrying out any part of this Contract.

In accordance with Purchasing Policy Item 06.04, the authority for the dollar limit as set out below excludes HST.

As such, in accordance with Purchasing Policy Item 10.04, where written proposals are obtained by the Manager in accordance with procedures set out in Section 06 and funds are available in the approved budget;

(c) An award over \$50,000 is subject to the additional approval of Council.

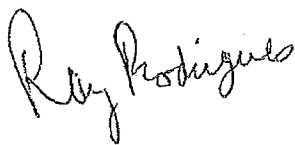
Please include the following items in your report:

1. if Items (a) and (b) noted above are acceptable to the Co-ordinator, Health & Safety or designate;
2. if Item (c) is acceptable to the Manager, Budgets & Internal Audit;
3. if the list of subcontractors is acceptable;
4. any past work experience with the low bidder Monteith Brown Planning Consultants including work location;
5. without past work experience, if reference information is acceptable;
6. the appropriate account number(s) to which this work is to be charged;
7. the budget amount(s) assigned thereto;
8. Treasurer's confirmation of funding;
9. related departmental approvals; and
10. related comments specific to the project.

After receiving Council's approval, an approved "on-line" requisition will be required to proceed.

Do not disclose any information to enquiries during this time. The Proponent will be advised of the outcome in due course. An award notice will be placed on the City's website upon receipt of all required approvals.

If you require further information, please feel free to contact me or a member of Supply & Services.



VAF/sb
Attachments (1)

From: Marisa Carpino
Director, Culture & Recreation

Subject: Canada Cultural Spaces Fund
- Conservation Barn Reconstruction Project
- File: A-1440

Recommendation:

1. That Council endorse the City of Pickering's application to the Canada Cultural Spaces Fund for the Conservation Barn Reconstruction Project by way of a Council resolution;
2. That a copy of this report be forwarded to Jennifer O'Connell, MP Pickering - Uxbridge; and
3. That the appropriate officials of the City of Pickering be authorized to take necessary actions as indicated in this report.

Executive Summary: City staff have submitted an application to the Canada Cultural Spaces Fund offered by the Department of Canadian Heritage for the reconstruction of the Conservation Barn located at the Pickering Museum Village. The Conservation Barn Reconstruction Project is included in the Council approved 2016 Capital Budget as subject to receiving senior government grant funding.

The Canada Cultural Spaces Fund (CCSF) was identified by staff as an ideal grant program because it supports the improvement, renovation and construction of arts and heritage facilities, and can fund up to 50% of the eligible project. The purpose of this report is to receive a Council resolution endorsing the request for CCSF funding as a required condition of the grant program.

Financial Implications: The Conservation Barn Reconstruction Project included in the Council approved 2016 Capital Budget, at a value of \$900,000 (5744.1602.6250), is subject to receiving senior government grant funding of at least 50% toward the project cost.

As such, the City's application to the Canada Cultural Spaces Fund requests a Federal Government contribution of \$450,000 toward the Conservation Barn Reconstruction Project. The balance would be funded by the City of Pickering as a 10 Year Debt. The annual debt charges would be approximately \$55,000 per year.

Discussion: Pickering Museum Village (PMV) currently stores the majority of its agricultural and industrial artifact collection, and some of its transportation artifacts, in the existing Conservation Barn which is a 6,000 square foot, 40+ year old, uninsulated and unconditioned industrial storage

building located at the southeast corner of the site. Present storage conditions provide little to no public access, with overcrowding and inadequate facilities, making it extremely difficult to effectively monitor and conserve these collections. The artifacts are beginning to show signs of deterioration due to the poor state of the building.

PMV is the largest living history site in Durham Region, and is a leader for museums in terms of interpretive programming, but its operational infrastructure requires renewal in order to maintain that status and improve its collections and preservation management. Reconstructing the Conservation Barn will repurpose the building's function to agricultural, industrial and transportation artifact storage, and will significantly improve current capacity to preservation and conservation of the Museum's core collections overall by providing a dedicated workspace for artifact treatment.

As such, the Conservation Barn Reconstruction Project was included in the approved 2016 Capital Budget at a cost of \$900,000 (5744.1602.6250). The scope of work will involve the selective demolition of the building shell while retaining as much of the existing superstructure, floor slabs and foundations as possible, replacing wall cladding and roofing, installing new energy-efficient lighting, adding permanent water and waste systems, insulating the building, updating safety equipment to current standards, introducing a conservation workshop and office space, adding heating and cooling capacity, roughing-in capacity for a future fire suppression system, and installing a dynamic building security system. Most importantly, the completion of the Conservation Barn Reconstruction Project will result in approximately 684 agricultural, industrial, and transportation artifacts being housed in one dedicated, temperature controlled, purpose-built facility, enabling staff to assess and monitor their present condition and plan for long-term preservation of the City's heritage.

The Conservation Barn Reconstruction Project is subject to receiving funding from a senior government grant funding program. As such, City staff have prepared and submitted an application to the Canada Cultural Spaces Program requesting funding of \$450,000 toward the Conservation Barn Reconstruction Project at the Pickering Museum Village.

The purpose of this report is to receive a Council resolution endorsing the request for CCSF funding as a required condition of the grant program.

Attachments:

1. City of Pickering's application to the Canada Cultural Spaces Fund.
-

Prepared/Approved/Endorsed By:



Marisa Carpino
Director, Culture & Recreation

:mc

Recommended for the consideration
of Pickering City Council



Sept. 23, 2016

Tony Prevedel, P.Eng.
Chief Administrative Officer



Canada Cultural Spaces Fund General Application Form

IMPORTANT

- Complete parts A through G, sign and date section G.
- The original form, with signature, can be sent by mail or email, as well as all the required documents.
- Please read through the entire application prior to completing.

Part A – Applicant Information

Incorporated Name (as per your governing documents) (required)

Corporation of the City of Pickering

Usual Name (if applicable)

City of Pickering

Scope of Organization's Activities (required)

☐ Local☒ Municipal☐ Provincial/Territorial☐ Regional☐ National☐ International

Legal Status (required)

Incorporated?

☒ Yes ▶☐ Provincial/Territorial☐ Federal ▶Registration Number 108078593Date of Registration (YYYY-MM-DD) 2000-01-01☐ No ▶☐ In process

Date Requested (YYYY-MM-DD) _____

Registered with Canada Revenue Agency as a charitable organization? (required)

☒ Yes ▶Registration Number Deemed by Income Tax Act

Date of Registration (YYYY-MM-DD) _____

☐ No

Part B – Applicant Contact Information

Name of contact for official correspondence (required)

Marisa Carpino

Salutation (required)

☐ Mr.☒ Mrs.☐ Ms.☐ Other (specify) _____

Title (required)

Director, Culture & Recreation

Organization's Address

Street Address (required)

One The Esplanade

City (required)

Pickering

Province/Territory (required)

Ontario

Postal Code (required)

L1V6K7



Telephone (required) (905) 420-4660	Extension (if applicable) 2025	Fax (if applicable)
Other Telephone (if applicable)	Extension (if applicable)	
E-mail Address (required) mcarpino@pickering.ca		
Web Site (if applicable) pickering.ca		
In which official language do you wish to communicate? (required) ☒ English ☐ French		
Organization's Mailing Address (if different)		
Street Address (if applicable)		
City (if applicable)	Province/Territory (if applicable)	Postal Code (if applicable)

Part C – Project Information

1. Project Title (required) Conservation Building Reconstruction		
2. Type of project (required) ☒ Construction/Renovation ☐ Specialized Equipment ☐ Feasibility Study		
3. Cost		
Total Project Cost (required) \$990,000.00	Amount Requested (required) \$450,000.00	Percentage (%) (required) 45%
4. Project Lead		
Name (required) Vince Plouffe		
Salutation (required) ☒ Mr. ☐ Mrs. ☐ Ms. ☐ Other (specify) _____		
Title (required) Supervisor, Facility Operations		
5. Fiscal Year of Organization (YYYY-MM-DD)(required) From: 2016-01-01 To: 2016-12-31		6. Period Covered In This Application (YYYY-MM-DD)(Project)(required) From: 2016-10-01 To: 2018-03-31
7. Main Artistic Discipline (required) ☐ Dance ☐ Music ☐ Visual Arts ☐ Humour ☐ Multidisciplinary (more than one discipline) ☐ Media Arts ☐ Theatre ☐ Circus ☒ Other (specify) <u>Living History Museum</u> ☐ N/A		
Main Heritage Specialization ☐ Archives ☐ Multidisciplinary (more than one discipline) ☐ Other (specify) _____ ☐ Heritage centre/site ☒ Museum ☐ Art Gallery ☐ N/A		



8. Main Sector of Activity (required)

☐ Creation/Production ☐ Exhibitions ☐ Presentation ☒ Preservation ☐ Training

9. Is your facility or site designated a **Historic Place**. If yes, by which government? (required)

☐ Yes ► ☐ National ☐ Provincial/Territorial ☐ Municipal

☒ No

10. Does the project meet the provincial and local fire and safety by-laws? (required) ☒ Yes ☐ No

11. Project Summary (required)

Provide a brief summary of the proposed project. (maximum 200 words)

Pickering Museum Village (PMV) currently stores the bulk of its agricultural and industrial artifact collection, and some of its transportation artifacts in a 6,000 square foot, 40+ year old, uninsulated and unconditioned industrial storage building, sharing the space with non-artifacts, machinery and operational equipment. This project will involve: purging non-artifact materials, selective demolition of the building shell, retaining as much existing superstructure, floor slabs and foundations as possible, replacing wall cladding and roofing, installing new energy-efficient lighting, adding permanent water and waste systems, insulating the building, introducing a conservation workshop and office space, adding heating and cooling capacity, roughed in capacity for fire suppression system (to be added later), and a dynamic building security system. The new roof will be designed and constructed to allow for the future installation of a solar panel array with highest possible yield.



Part D – All Applicants

Provide concise and relevant information to all applicable questions to a maximum of four (4) pages.

12. What is your organization's mandate? Please provide a description of your past and current professional arts or heritage programming including programming partnerships and community outreach. (required)

Pickering Museum Village Governing Statements:

Vision

Engaging Communities through innovative, fun, and, vibrant living history.

Mission

Pickering Museum village welcomes our guests to explore and experience our cultural heritage; we dedicate our buildings, artifacts, and programs to inspire a broader appreciation and understanding of life in our communities.

Statement of Purpose

The Pickering Museum Village exists to:

- Collect and preserve, document, house, exhibit, and interpret material culture;
- Research and document historical information supporting the community's material and social culture;
- Develop programs responsive to the needs of the community insofar as they align with the PMV's Vision, Mission, and Mandate;
- Recruit and retain quality staff and volunteers; and
- Maximize the utilization of community organizations and associations.

Mandate

Pickering Museum Village will collect and preserve material culture from earliest habitation through our municipality's changing geographic borders to a point forty years prior to the current date in order to ensure access to present and future generations of the public.

Profile of Past and Current Programming, Programming Partnerships and Outreach:

Pickering Museum Village provides education programming annually to over 10,000 school children across Durham Region and Toronto. Each year, History in Action Saturdays in July and August focus on a variety of heritage themes for the public to explore the past. Themes for these days include heritage fashion shows, bake-offs, drama vignettes, an Amazing Pioneer Race day in which families and friends can race against one another to complete a series of heritage challenges, and a very popular Museum Minecraft day where families can complete heritage games and tasks to "mine" for resources and build their way through various levels. The Museum operates with the assistance of a team of over 250 volunteers organized in specialty groups (dance, drama, culinary, sewing, woodworking, gardening, etc.). This volunteer program has won awards, and has been emulated by other municipalities and museums.

Pickering Museum Village has partnered successfully with a number of neighbouring organizations and municipalities. In 2010-11 as a member of the York-Durham Association of Museums and Archives (YDAMA), Pickering partnered with fellow museums on a Museums and Technology Grant that enabled the creation of a joint website and professional development for social media communications. Pickering Museum Village staff have a strong reciprocal relationship with the staff of Lang Pioneer Village, and often share resources, knowledge, and ideas; in particular, the costume mistresses of both sites work collaboratively with their volunteer teams to hold sewing bees to share heritage sewing patterns and make costume pieces required by both sites. Each year, Pickering Museum Village has provided a children's program as part of Ontario Power Generation's Tuesdays on the Trail summer program. OPG has also been a program sponsor for History in Action Saturdays in the summer for three years. Other program sponsors have been Canada Trust, Benjamin Moore Paint Company, CN and Veridian.

Outreach programming has included large City of Pickering events such as the Waterfront Festival (2015), City of Pickering Bicentennial Celebrations (2011), Pickering Heritage Day (annually), Pickering Doors Open (bi-annually), Pickering Waterfront Trail Event, and Pickering Canada Day celebrations (annually). The Town of Ajax often requests the Museum's participation at community events in their municipality, in particular their waterfront event in June, and Pumpkinville each October. Pickering Museum Village provided heritage interpretation for the Town of Whitby Heritage Day annually for five consecutive years.



Pickering Museum Village was featured at Canada Blooms in Toronto (2010), and performed portions of its annual original play on stage at the Convention Centre. In 2010, in preparation for the City's Bicentennial celebrations, staff and volunteers of the Museum travelled to Sanilac County, Michigan to perform scenes from its original play, "A Spirit Walk: Call to Rebellion!" for the Michigan Genealogy Society, as part of a partnership to research descendants of Pickering rebels who marched from Pickering in the Rebellion of 1837, as well as descendants of Tory sympathizers. Many Pickering rebels removed to the Sanilac County area of Michigan to settle following the events of the Rebellion. This outreach led to a significant number of American descendants travelling to Pickering as part of the Bicentennial performance of the annual play commemorating Pickering's part in the Rebellion of 1837.

13. A. Describe your project, including the history and background as well as how it was conceived, the work that has been done and a proposed timeline. Describe the scale of the project, your specific needs taking into account the arts or heritage infrastructure in your region. (required)

Pickering Museum Village is in a storage crisis. Adequate storage for the collections has been an on-going issue since the Museum's relocation to the current site in 1978. At that time, the Master Plan for the Museum was to adaptively re-use a barn for artifact conservation and housing purposes. This part of the relocation project plan was never realized.

Recently, an opportunity to rehabilitate an existing enclosed space. A metal barn previously primarily used by a volunteer group for gas & steam equipment operation is now mostly unused. The building in question was previously occupied by a group of volunteers whose primary function was to operate gas and steam powered agricultural equipment. The volunteers have chosen to operate independently from the Museum in a new off-site location. The building now houses approximately 10% of the Museum's agricultural, and gas & steam collection, and a workshop utilized by a group of volunteers who manufacture reproduction artifacts, gift shop items, and assist staff with small conservation projects.

The City and Museum recognize that a rehabilitated version of the space is an excellent opportunity to increase indoor artifact storage for agricultural, transportation and gas & steam artifacts. Currently the Museum's collection of gas and steam, agricultural and transportation artifacts are scattered in various locations around the site, and the City. In total, those collections represent about 10% of the overall artifact collection for PMV. They are the largest pieces in the Pickering Museum Village's collection, and at the greatest risk because they are currently not properly stored. Their size and level of risk represents why the Museum is in dire need of better storage for that portion of our collection. The City recognizes the timely opportunity to reuse the space and address some of the storage and artifact care limitations at the Museum. Goals of the project include:

- Climate-controlled, upgraded storage to allow increased and improved indoor artifact storage for the Museum's gas & steam, transportation and agricultural artifacts, including some pieces currently stored off-site.
- Conservation office and lab space to allow the Museum Conservator to work on treatments in a workspace designed for the safe use of chemicals and dust collection, and that is large enough to accommodate work on large equipment and collections pieces.
- Upgraded tools and equipment for the Conservation Lab to allow for more intensive/comprehensive conservation treatments.
- Equipment such as a water purification system, large wash/suction table, and fume hood will be planned for in the building design.
- Office space and tool storage space for the Museum Maintenance Person whose work includes minor repairs and support to the Conservator for heritage building upkeep.
- Incorporation of the existing, attached, woodworking shop for the Museum's volunteer Woodwrights Guild, who assist both the Conservator and Maintenance Person with minor repairs, artifact reproductions, and retail Gift Shop merchandise.
- Incorporated exhibition/walk-through storage area: to provide information on key pieces of the collection, and provide awareness on artifact conservation.
- Improved accessible access to guests, as well as conservation and Woodwright volunteers.

PMV is the largest living history site in Durham Region, and is a leader for museums in terms of interpretive programming, but its operational infrastructure has fallen behind museological standards and requires renewal in order to become a model for collections and preservation management. Reconstructing this building will dedicate the majority of its function to agricultural, industrial and transportation artifact storage, and will increase preservation and conservation of the Museum's core collections overall with a dedicated workspace for artifact treatment. The building will be upgraded to provide key systems, presently absent or in poor condition, but required for the long-term preservation of the collection, including: HVAC, security, water supply treatment and waste disposal, and sealing and insulation of the wall and roof assemblies.



13. B. What stage have you reached in planning your proposed project? (required)

Internal staff consultations have been ongoing since late 2015, exploring the needs and potential operational impacts of the project. Funding has been approved in City of Pickering's 2016 capital budget for consulting fees to cover design, production of drawings and specifications, and for contract administration services during construction, but the city has not yet awarded this work. Our goal is to do so in October 2016, tender the work in early 2017 (subject to grant approval), and begin construction in the summer of 2017, to be completed by the end of that year.

13. C. Describe any anticipated and confirmed sources of funding for your project. (required)

The City of Pickering's approved 2016 capital budget includes \$90,000 for design and preliminary investigations and funding approval for 1/3 of the remaining \$900,000 budget. The approved budget included a provision to increase the 1/3 funding to 50% if matching funds could be secured from grants, as requested by this application.

14. A. Who is your current audience or clientele (demographics and size)? Where applicable, include information about underserved communities and groups such as official language minority communities, Aboriginal communities, ethnocultural communities and youth. (required)

Approximately 64% (~10,000) of PMV's annual attendance is comprised of school students visiting as part of the Museum's education programming - largely grade 3 students studying their pioneer unit. The client base is primarily teachers seeking interactive, engaging programming that meets Ontario Common Curriculum requirements for social studies and history. The demographics of the schools visiting represent all socio-economic levels of the communities across Durham Region, and Toronto; school community councils and boards help to subsidize field trips to ensure access for less privileged schools.

Public attendance during regular open hours of the seasonal operation (guided tours), special events, and registered public programs make up the remaining 36% (~5,000) of annual attendance. Attendees come from across Durham and the GTA. PMV staff track the postal codes of guests, and use Environics data analysis to understand the demographic characteristics of its visitors. This data demonstrates that the two largest groups that make up PMV public attendance are from the "Kids and Careers" and "Diversity Heights" segments. Characteristics for these profile groups are as follows:

"Kids and Careers" segment:

- large, well-off, middle-aged suburban families
- one of the wealthiest suburban lifestyles; make up 3% of Canada's population
- university educated
- white collar/service sector occupation fields
- medium cultural diversity index
- social value identified with the most: ecological concerns
- 4 or more living in household; parents middle-aged with children ages 10-25 yrs old
- single family home, owned
- strongly engaged in team sports
- high computer proficiency

"Diversity Heights" segment:

- diverse, middle-aged and older suburban families
- older, culturally-diverse families (immigrated between 1960 and 1990); typically China, India, Italy and Philippine background
- mixed education
- service sector/white collar occupation fields
- social value identified with the most: skepticism towards advertising
- older children
- mostly single family homes; mostly owned



- strong participation in sports (soccer, baseball, tennis)
- frequent nightclubs, amusement parks, aquariums and sporting events such as hockey

14. B. For the last completed year of programming, please indicate the number of presentation/exhibition activities that you organized, as well as the audience/visitor attendance numbers for your spaces. (required)

Exhibits:

In 2015, PMV mounted three exhibits in its temporary gallery space, enjoyed by 2,318 visitors:

Pioneer Smart Phone: an exhibit exploring pieces of the Museum's collection that can now be found on any smart phone (telephone, typewriter, gramophone, games, mail, etc.). The exhibit text panels simulated text messaging communication bubbles, and shared trivia of when each device was invented. Guests were encouraged to interact by typing a message on a type writer.

Spy in the Sky: this exhibit told the story of the work and heroics of Canadian Air Corps pilots in WWI, through shared diary entries, letters home, photographic memorabilia, and artifacts belonging to Pickering WWI pilot, Milton Pegg. Guests left post-it note comments in the form of questions they would ask Mr. Pegg about his experiences if they could speak with him.

A Family Story: mounted each September to complement the Museum's annual original play, "A Spirit Walk: Call to Rebellion!", this exhibit tells the story of local rebel Asahel Scott, and his participation in the Rebellion of 1837, and the consequences of that decision for his family. The key artifact on exhibit is the rebellion box carved by Scott, and inscribed for his 6-year old daughter, Mahala - one of 150 or so known prisoner's boxes made at the Toronto Gaol by rebels imprisoned and awaiting trial for treason.

Presentations:

PMV offered four guest speaking engagements in 2015, to a total audience number of 260 people. Topics presented included: "Hats and Hair" (presentation about changing hair and hat fashions of men and women in rural Ontario during the Museum's interpretive period), "Stepping Through Tyme" (an interactive 1860s presentation about dance in Pickering Township and early Ontario); "The Hand That Rocks the Cradle Rules the World" (presentation about the change of women's sphere from home through the temperance movement c. 1850s to the women's suffrage movement); and "Funeral Follies" (talk about Victorian death and funerary customs in Pickering and Ontario).

15. Describe your management and organization structure. Please include reference to management and staff. (required)

Pickering Museum Village is municipally operated. It has a Council-appointed resident Advisory Committee chaired by a City staff facilitator (Supervisor, Cultural Services). Collections acquisition decisions are recommended by Museum staff, and approved by the Advisory Committee; artifact deaccession decisions are recommended by staff, endorsed by the Advisory Committee, and approved by Council. Museological policies are drafted by Museum staff, endorsed by the Advisory Committee, and approved by the Chief Administrative Officer. Strategic Plans are developed by a steering committee comprised of staff, volunteers, and Advisory Committee members, and approved by Council.

Pickering Museum Village is administered as part of the City of Pickering's Culture & Recreation Department, within the Cultural Services section. Museum staff, reporting to the Supervisor, Cultural Services (management), consist of: 4 permanent full-time positions (Coordinator, Museum Operations, Museum Program Assistant, Maintenance Person, and Event & Volunteer Programmer; 2 permanent part-time positions (Conservator, Costumer), and 20 term and seasonal contract positions (Education Instructors, summer Tour Guides).

For National Arts Training Institutions (required):

16. Describe your application/audition process for the professional training program. Please cover topics such as: What are the basic requirements for admission to your program? How are students made aware of your application/audition process (website, emails, social media, flyers, advertisements in other schools, etc.)? Are the students' applications/auditions judged by a panel of experts in the discipline? How many students usually apply and how many do you usually accept? (required)

Not applicable



Checklist of documents to include "For all applicants" :

- ☒ Completed General Application Form Parts A-B-C-D-E-F-G including signature by Board Chair or other authorized individual (as per documented delegated signing authority).
- ☒ Answers to questions 1 to 15 (and 16 if applicable).
- ☒ Completed and balanced Budget Form; (additional budget support materials may be requested).
- ☒ Financial Report (or Financial Audited Statements, if available) for the last two (2) years.
- ☒ Board or Municipal or Council resolution approving the present request for funding and identifying the authorized signing authority for the application if the signatory is other than Board Chair.

The Program may request additional information not listed above, such as:

- Proof in writing of any confirmed project funding;
- Organization chart and list of Board or Council Members, etc.

☐ **New Applicant Only :**

- Proof of incorporation or registration

For National Arts Training Institutions :

- ☐ A copy of the professional program's training curriculum and training schedule. Other program literature provided to staff and/or students can also be provided.
- ☐ A chart listing the current place of employment of graduates from the professional training program in the last two calendar years.
- ☐ An up-to-date curriculum vitae for each of the leading artistic and teaching staff of the professional training program.
- ☐ A chart detailing the awards and achievements received in the last 2 calendar years by the artistic and teaching staff, the students and graduates of the professional training program (e.g., awards, distinctions, grants, major roles, publications).

For funding request over \$250,000 include :

- ☒ Quarterly Cash Flow forecast for the duration of the project.

If you are applying for construction or renovation, please go to Question 17

If you are applying for specialized equipment, please go to Question 18

If you are applying for a feasibility study, please go to Question 19



Part E – Component: Construction or Renovation

Provide concise and relevant information to all applicable questions to a maximum of seven (7) pages. (May include specialized equipment purchase)

17. A. How will the project improve physical conditions for artistic creation, production and/or presentation, or for the exhibition and preservation of heritage collections? Consider the impact on audiences, artists, staff and other users. If possible, please indicate the number of presentation/exhibition activities that you will be organizing, as well as the audience/visitor attendance numbers for the next three years following the realization of your project. (required)

While this project is not expected to result in a significant change to current attendance numbers, or a change to percentage breakdown of users, its impact will be significant for staff who manage and care for the collection and heritage buildings, and develop and implement temporary exhibits, and it will represent a significant improvement to the quality of care for agricultural, industrial and transportation artifacts in the Museum's core collections. These artifacts represent 10% of the Museum's collection, but more importantly, they represent the Museum's largest pieces in terms of size.

Currently, the museum's extensive collection of agricultural, industrial and transportation artifacts are stored across the Museum site in a variety of buildings, barns and drive sheds, and at several off-site locations throughout the City of Pickering, and outside the municipality. Present storage conditions provide little to no public access, with overcrowding and inadequate facilities making it extremely difficult for staff to monitor these collections. The artifacts are beginning to show signs of deterioration due to these poor conditions.

Merging these scattered collections of artifacts into one dedicated, purpose-built facility will enable staff to assess and monitor their present condition and plan for their future preservation. At the completion of this project, approximately 684 agricultural, industrial, and transportation artifacts will be properly housed.

A walk-through storage/exhibition area with interpretive text will allow the public an opportunity to view and appreciate these artifacts in a way that was simply not possible in the past. Videos of the agricultural and industrial collections in operation could be made available in this space as well. Presently, this is an underutilized and under interpreted area of the collection, and has potential to tell significant stories about a community that is still largely rural.

The adjacent conservation lab can become part of the public tour as preservation activities are explained and observed progress. Exhibit preparation, and construction work will be undertaken in this building, allowing for greater scope of design than is currently possible at the Museum.

17. B. How will the equipment or project improve the level of safety of the facility (i.e. alarm system, fire system), environmental or conservation controls? (if applicable)

The building will be upgraded to provide key systems, presently absent or in poor condition, but required for the long-term preservation of the collection, including: HVAC (heating and cooling), video surveillance, upgraded burglar alarm, new water supply treatment and waste disposal (including provision of a barrier-free washroom, eyewash stations and domestic water plumbing system), and could be linked to the city's building automation network for monitoring and controls.

17. C. How will the project employ sustainable building practices? (if applicable)

As much of the existing building as possible will be retained and re-used. Waste materials will be recycled, where possible. Roof slopes will be reconfigured and reinforced to maximize southern exposure for the future installation of a solar array. Existing metal halide lighting will be converted to LED. Walls and ceilings/roofs will be insulated and sealed. Rainwater will be collected in an existing cistern for use as grey-water throughout the museum grounds.



17. D. How will the project allow your organization, or other organizations utilizing the facility, to better reach or serve audiences? This can include access for persons with a disability and increases in facility seating or visitor capacity. (required)

Currently, approximately 30 of the Museum's 684 agricultural, industrial, and transportation artifacts are on exhibit for the public to see, and for staff to interpret. This represents 4% of the Museum's agricultural, industrial and transportation collection. The other 654 artifacts are stored in locations that are inappropriate to take visitors. This storage situation means that even members of the public requesting a private appointment to see pieces of this collection for academic or personal research are frequently denied access.

Providing storage facilities for these artifacts (as described above) that allows the public to enjoy an interpretive tour of the space, or to view through glass the collections in storage will increase public access to that portion of the Museum's collection significantly. It will also mean that artifacts in this collection will be more easily retrievable for public research requests, as well as for staff research purposes.

While the design of building will necessitate a second storage level, the main level will be easily accessible for persons with disabilities.

Washrooms will likewise be barrier free for staff, volunteers, and members of the public who may participate in collection interpretive tours or research.

17. E. How will the project improve the quality and diversity of the professional arts or heritage programming carried out at your facility, now and in the future? This can include more complex or sophisticated programming, a greater diverse of disciplines presented, a wide variety of programming, or the ability of an increased range of presenters to use your facility. (required)

Since 96% of the PMV's agricultural, industrial and transportation collection is inaccessible to the public, this project will enable a much broader interpretation of the community's rural development history. That interpretation is presently gender biased because the houses tell the stories of our agricultural past and therefore focus more on women and children. Transportation interpretation is restricted to those vehicles on display in an open drive shed, and the industrial history is largely ignored.

Future interpretation of the collection can highlight changes in farming, industrial and transportation technology, and bring to better light the stories of the men who built and contributed to this community.

Providing larger, more suitable space for collections care with a lab and workspace and adequate storage facilities for this segment of the collection will improve PMV staff's ability to analyze, treat, and maintain all of the Museum's artifacts resulting in improved long term preservation of the collection.

This work and lab space will also improve staff ability to perform exhibit design and prep work for the temporary exhibits mounted annually.

17. F. How will this project benefit other professional arts or heritage organizations? (required)

The City of Pickering is moving towards a more aligned approach for heritage. The Pickering Public Library recently completed a Feasibility Study for its Local History Room to improve storage and increased services for its archival collection. Pickering Museum Village was a valued stakeholder in the round table discussions for that study, and part of the study allowed for discussion of improved sharing of knowledge, and more clearly defined collecting processes overall. The Public Library will become the City's hub for all archival material, and the PMV is poised to transfer its archival materials to that organization, including its agricultural, industrial records. Part of the study included a commitment to work collaboratively on exhibits and programming, to improve heritage services overall to residents and our public. Better collections facilities for PMV's agricultural, industrial and transportation artifacts will make it possible for the Local History Librarian and Museum staff to merge its knowledge, and share it with the public.



17. G. Who will manage the project? Describe the role of members from your organization and indicate what professionals such as architects, engineers, consultants, etc. that will ensure the success of the project. (required)

The project will be managed by Facilities Operations staff, who coordinate daily maintenance, repairs and capital projects at the museum site. This team includes a licensed architect, who is the supervisor directly responsible for Facilities staff and projects at the museum, and the manager is a registered quantity surveyor. A team of professional consultants, including architects, electrical, mechanical and structural engineers, and cost consultant, will be retained by the city to undertake the formal design, prepare tender and permit drawings and specification and review progress of the work for conformance during construction.

17. H. What would be the anticipated financial impact of this project on the organization's operation, for example, increase of programming expenses, staff salaries, ongoing operating and maintenance costs, increase in revenues? (required)

Additional costs will primarily come from increased utilities (natural gas and electricity), water treatment maintenance, supplies and minor repairs. Total costs are estimated to be roughly \$4,000, annually, and will be partially offset by reductions in existing maintenance and repairs to the existing building and equipment. No new staff positions will be created as part of this work.

17. I. In cases where operating costs would increase, what plans and resources are in place to address this situation? (required)

Increased costs will be carried through the museum's operating budget. The main goals of this project are to improve existing conditions within the building to ensure the long term preservation of the museum collection, to provide a functional, educational and professional workspace for the Conservator and volunteers, while also upgrading existing base building amenities to meet current building code and safety requirements.

For Public Art :

17. J. Describe the process and criteria for selecting the public art element of your project. (required)

The City's cultural plan has set a priority for all capital projects to include a public art piece worth at minimum 1% of the value of the project. The process for commissioning this work is as follows. Once an architects rendering has been received, the City will work with it's cultural advisor community and the Pickering historical society to outline a detail document for artists to use in preparing their concept for the art work. Once this is complete a public notice outlining the scope of the project with a call for submissions will be posted to local media, and in relevant publications. Submissions which meet the criteria of the project outline will be reviewed by a jury consisting of professional artists, residents members of the cultural advisory committee, and selected City staff. The submission with the highest score will be awarded with the commission.

Project criteria will include:

artists past experience in completing similar works

maintenance requirements, and public safety

proposed work is able to be installed within the pre-described limits for the project.

relevance to the social and environmental history and future of the site where the work will be installed

demonstrated ability to complete work on-time and on budget

Checklist of documents to include for Construction or Renovation component:

☒ Answers to questions 17 - A to J.

☒ Documentation of ownership or long-term facility lease (minimum 10 years).

☒ Tender and supply policy.

☐ Relevant operational agreements between the organization and the facility owners and other tenants.

For projects over \$1,000,000 also include:



☐ Formal Business Plan including a financial operating forecast for the three years following project completion. The program reserves the right to request a Business Plan for funding requests under \$1,000,000.

Part F – Environmental Effects Evaluation

The applicant shall ensure that all activities related to this application comply with all federal, provincial/territorial and municipal laws and regulation and related laws or guidelines with respect to environmental matters.

Activities to be carried out on federal lands may be required an Environmental Effects Evaluation under the *Canadian Environmental Assessment Act, 2012*, prior to the start of the proposed project.

20. Will the proposed project be carried out, in whole or in part, on federal lands?

☐ Yes☐ No

Specify the land ownership and indicate the source used to answer the question above:

If you have answered yes to the question 20 above, you must contact your Regional Office.



Part G – Affirmation

I affirm that the information in this application, including any other document provided, is accurate and complete. I agree that once funding is provided, any change to the project proposal will require prior approval of the Department. I agree to publicly acknowledge funding and assistance by the Department, in accordance with the terms of the funding agreement. I also agree to submit required reports, and where required, financial accounting for evaluation of the activity funded by the Department. I agree to provide disclosure of any involvement in the proposed project, of former public servants, subject to the *Values and Ethics Code for the Public Sector*. I also agree to respect the spirit and intent of the various acts governing the programs of the Department of Canadian Heritage.

By signing this application, I authorize the Department of Canadian Heritage to disclose any information received in this application within Canadian Heritage and the Government of Canada or to outside entities for the following purposes: to reach a decision on this application, to administer and monitor the implementation of the project or programming, or to evaluate the results of the project or programming and this program after project completion. This disclosure of any information received in this application may also be used to reach a decision on any other application of the applicant for funding under any other Canadian Heritage program.

In the event of an access to information request regarding the present funding application or any other information about the organization in the Department's possession, the information provided to the Department will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. Where funding is approved, however, the amount of funding, the purpose for which the funds were granted and the name of the organization receiving the funding are considered public information.

I confirm that I have the authorization to represent the Applicant and sign all the official documents as they relate to this funding application on behalf of the Applicant.

Signing Authority

Name (required)	Title (required)
Signature (required)	Date (YYYY-MM-DD) (required)

OFFICE USE ONLY

File Number	Date received	Program officer
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Type of organization

☐ Official language minority communities ☐ Aboriginal communities ☐ Ethnocultural communities

From: Richard Holborn
Director, Engineering & Public Works

Subject: Northern Roads Hard Surfacing Strategy
- File: A-1440

Recommendation:

1. That the Northern Roads Hard Surfacing Strategy, identifying candidate existing loose surface roads to be upgraded to hard surface roads, from north of Taunton Road to the Uxbridge Pickering Townline, be endorsed by Council;
2. That Council consider funding for candidate roads selected for the Northern Roads Hard Surfacing Strategy through the annual budget process; and
3. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

Executive Summary: As per Council Resolution # 227/14, Engineering & Public Works staff has developed a Northern Roads Hard Surfacing Strategy from north of Taunton Road to the Uxbridge Pickering Townline. The strategy identifies candidate existing loose surface rural roads, which are considered for upgrading to hard surface roads, from 2017 to 2021 (five year forecast).

Currently the City maintains approximately 60.5 centerline kms of hard surface roads, and 104.2 centerline kms of loose surface roads, north of Taunton Road. Staff have prepared the Northern Roads Hard Surfacing Strategy to identify and prioritize candidate loose surface roads to be upgraded to hard surface roads, based on the following criteria:

- Provide transportation connectivity to Regional Roads, Highway 407 and Highway 7,
- Ratepayer concerns regarding road conditions,
- Maintenance cost savings,
- Annual Average Daily Traffic (AADT) and
- Financial resources available.

Staff will be recommending approval to upgrade the following loose surface roads to hard surface roads in the 2017 Capital Budget and Four Year Forecast (2018-2021), at a total estimated cost of \$11,625,000 based on the following priority;

Priority Number	Road	Description/ Limits
1	Westney Road	Seventh Concession Road to Eighth Concession Road Eighth Concession Road to Ninth Concession Road
2	Sideline 14	Highway 407 to Seventh Concession Road
3	Seventh Concession Road	Sideline 32 to Sideline 26 Sideline 26 to Sideline 22 Sideline 22 to Brock Road
4	Kinsale Road	Highway 407 to Seventh Concession Road
5	Sideline 24	Highway 407 to Whitevale Road

The recommended Northern Roads Hard Surfacing Strategy and Forecast from 2017 to 2021, with cost estimates and location maps can be found in Attachment 2.

Staff considered two construction methodologies; resurfacing and reconstruction, for converting loose surface roads to hard surface roads. Staff recommend the reconstruction methodology to upgrade the loose surface roads, due to the inadequate existing gravel base material quality and thickness. Staff has also reviewed and included recommendations from the Draft 2016 Roads Needs Study in the Northern Roads Hard Surfacing Strategy.

The City of Pickering Municipal Performance Measurement Program (MPMP) report indicates that the average operating cost for loose surface roads from 2011 to 2015 is \$7,654.51/centerline km and the operating cost for hard surface roads is \$1,801.94/centerline km. The centerline km operating costs for either road type does not include Winter Control costs. The average operating cost for loose surface roads is more than four times that of hard surface roads.

Financial Implications:

Road	Description	Centerline Km	Cost (including 10% contingency and net HST)
Westney Road	Seventh Concession Road to Eighth Concession Road (see note)	2.3 km	\$1,750,000.00
	Eighth Concession Road to Ninth Concession Road (Regional Road 5)	1.9 km	1,800,000.00
Sideline 14	Highway 407 to Seventh Concession Road	1.2 km	925,000.00
Seventh Concession Road	Sideline 32 to Sideline 26	2.4 km	2,150,000.00
	Sideline 26 to Sideline 22	1.7 km	1,525,000.00
	Sideline 22 to Brock Road	1.6 km	1,525,000.00
Kinsale Road	Highway 407 to Seventh Concession Road	1.0 km	975,000.00
Sideline 24	Highway 407 to Whitevale Road	1.1 km	975,000.00
	Total Net Project Cost		<u>\$11,625,000.00</u>

Note: Westney Road from Seventh Concession Road to Eighth Concession Road was approved as an Accelerated Infrastructure Program (AIP) project in the 2016 Capital Budget at an estimated cost of \$1,550,000. The revised cost estimate is \$1,750,000 as the project now includes the segment of Eighth Concession Road between intersections.

The above cost estimate does not include any major structures/culverts construction, relocation or installation of new utilities, or consulting engineering fees. When a candidate road is being considered during the budget cycle, further investigation and refinement of the above associated project costs will be undertaken.

Discussion: On April 22, 2014 Pickering City Council passed Resolution # 227/14 (Attachment 1), regarding hard surfacing of loose surface roads, north of Taunton Road. The Resolution recognized that the maintenance cost of loose surface roads is much higher than hard surface roads, therefore, staff was asked to develop a five year plan to hard surface roads north of Taunton Road including hamlets, based on priority.

As per Council Resolution # 227/14, staff developed a Northern Roads Hard Surfacing Strategy north of Taunton Road to the Uxbridge Pickering Townline, to identify candidate existing loose surface rural roads, which are considered for upgrading to hard surface roads, from 2017 to 2021 (five year forecast).

Currently the City maintains approximately 60.5 centerline kms of hard surface roads, and 104.2 centerline kms of loose surface roads, north of Taunton Road. Staff have prepared the Northern

Roads Hard Surfacing Strategy to identify and prioritize candidate loose surface roads to be upgraded to hard surface roads, based on the following criteria:

- Provide transportation connectivity to Regional Roads, connectivity to Highway 407 and Highway 7,
- Ratepayer concerns regarding road conditions,
- Maintenance cost savings,
- Annual Average Daily Traffic (AADT) and
- Financial resources available.

Connectivity to Regional Roads:

To upgrade loose surface roads to hard surface, one of the major criteria considered by the staff is the logical transportation network connection between the Regional Roads, in east/west and north/south directions.

Westney Road is a good transportation connection between Seventh Concession Road and Regional Road 5 and ultimately to Uxbridge Pickering Townline. It is also a good connection to Regional Road 31. It will be reconstructed in two phases. Phase 1 will be reconstructed from Seventh Concession Road to Eighth Concession Road and was approved in the 2016 Capital Budget as an Accelerated Infrastructure Program (AIP) project. Phase 2 will be reconstructed from Eighth Concession Road to Ninth Concession Road (Regional Road 5). The section from Ninth Concession Road (Regional Road 5) to Uxbridge Pickering Townline is not included in this strategy based on priority. The segment of Eighth Concession Road between intersections is included in Phase 1.

Seventh Concession Road is a good transportation connection between York Durham Line and Brock Road. It will also benefit the Seaton Employment Lands. In the proposed five year forecast, staff have recommended Seventh Concession Road to be reconstructed from Sideline 32 to Brock Road, in three phases:

- Phase 1 - from Sideline 32 to Sideline 26
- Phase 2 - from Sideline 26 to Sideline 22
- Phase 3 - from Sideline 22 to Brock Road.

Seventh Concession Road (from York Durham Line to Sideline 32) is currently a hard surface road, but its existing condition is inadequate. Although it is not included in the Strategy, it is a candidate road for upgrading, and will be included in the Capital Forecast.

Connectivity to Highway 407 & Highway 7:

Existing loose surface roads connecting to the Highway 407 & Highway 7 have also been considered in the proposed Northern Roads Hard Surfacing Strategy. Staff recommend reconstruction of Sideline 14, Sideline 24 and Kinsale Road, in the Strategy.

Sideline 14 is approximately 2.2 km long from Highway 7 to Seventh Concession Road. The Ministry of Transportation (MTO) has built the Highway 407 underpass and hard surfaced the section of Sideline 14 from the north limit of Highway 407 to Highway 7. The remaining existing 1.2 km loose surface road will be reconstructed to hard surface road, up to Seventh Concession Road.

Kinsale Road is a good connection from Seventh Concession Road to Highway 7 and is currently a hard surface road from the north limit of Highway 407 to Highway 7. The remaining 1.0 km loose surface road will be reconstructed to hard surface road, up to Seventh Concession Road.

Similarly, Sideline 24 will be hard surfaced, from Whitevale Road to the south limit of the Highway 407 underpass, a distance of approximately 1.1 km. The section of Sideline 24 from the Highway 407 underpass to Highway 7 was reconstructed to hard surface when Highway 407 was constructed.

Ratepayer Concerns Regarding Road Conditions:

The City frequently receives requests from residents to have their existing loose surface road upgraded to a hard surface road. This has been considered in our evaluation criteria. For example, the City has received approximately 14 emails over the past few years requesting that Westney Road be upgraded to a hard surface road. Other maintenance concerns regularly received by residents include requests for grading the loose surface roads or applying dust control suppressant at various times throughout the year.

Maintenance Cost Savings:

The average operating cost of loose surface roads is higher than the average operating costs of hard surface roads. The maintenance of loose surface roads require different road maintenance equipment, materials and strategies than hard surface roads, such as regular grading, and application of material such as gravel and dust control suppressant. Staff has provided a maintenance cost comparison of loose surface and hard surface detail later in this report based on information from the Municipal Performance Measurement Program (MPMP) report.

Annual Average Daily Traffic (AADT):

Annual Average Daily Traffic (AADT) is also one of the important factors in converting loose surface roads to hard surface roads. Upon review of the research paper, "Cost Comparison of Treatments Used to Maintain or Upgrade Aggregate Roads" completed by Iowa State University, Department of Civil, Construction and Environmental Engineering, it shows that the operating cost significantly depends upon AADT. The research paper concluded that the maintenance cost of loose surface roads is greater than the maintenance cost of hard surface roads when the average daily traffic is above 100, and increases significantly when the average daily traffic is greater than 200. All but two of the roads listed in the Northern Roads Hard Surfacing Strategy have an AADT greater than 100.

Financial Resources Available:

Currently the City maintains approximately 60.5 centreline kms of hard surface, and 104.2 centreline kms of loose surface roads, north of Taunton. The staff recommended roads to be upgraded from loose surface to hard surface, as indicated in the Northern Roads Hard Surfacing Strategy five year forecast, are based on priority and take into account budget constraints and available funding options.

Funding for the roads included in the strategy will come from sources such as Federal Gas Tax, Debt Financing, and Senior Government Grants.

Construction Strategy:

Staff has considered two construction methodologies; resurfacing and reconstruction, for converting loose surface roads to hard surface roads. From past experience, staff had found that hard surfacing loose surface roads results in a lifecycle up to twenty to twenty five years, if the underlying base is sufficient. Full road reconstruction results in a lifecycle of up to forty to forty-five years, requiring only resurfacing after twenty to twenty-five years. Staff recommend using the reconstruction technique to upgrade the loose surface roads to hard surface roads, because of the inadequate existing gravel base material and thickness.

Operating Cost Savings:

Staff have reviewed The City of Pickering Municipal Performance Measurement Program (MPMP) report, which indicates that the average annual operating costs for loose surface roads from 2011 to 2015 is \$7,654.51/centerline km and the average annual operating cost for hard surface roads is \$1,801.94/centerline km. The operating cost for loose surface roads is more than four times as much as hard surface roads.

The operating costs for hard surface roads include pot hole repairs, cold patching, hot patching, and, crack sealing. The operating costs for loose surface roads include dust control, addition of gravel, grading/ compaction of gravel and frost boil repair etc. The winter maintenance and the line painting cost is not included in the above operating costs, as it is not reported for MPMP.

Hard Surface & Loose Surface annual operating cost difference= \$5,852.57 /centerline km

Maintenance Cost Savings in 20 years = $20 \times \$5,852.57 = \$117,051.40$ /centerline km

Staff have reviewed available information from other municipalities on their operating costs. The City of Hamilton operating cost for year 2013 for loose surface roads is approximately two times, and The City of Ottawa operating cost is approximately three times as much as hard surface roads. The City of Windsor operating cost for year 2010 for loose surface roads was less than the operating cost of hard surface roads. The operating costs are significantly related to traffic AADT, the different maintenance techniques used and levels of service.

Communication Strategy:

A letter dated September 26, 2016 was sent to residents in the City of Pickering, north of Taunton Road to provide them with information regarding the Proposed Northern Roads Hard Surfacing Strategy and the upcoming Executive Committee Meeting and Council Meeting dates (Attachment 3).

Upon endorsement, the Northern Roads Hard Surfacing Strategy will be placed on the City's website. After receiving budget approval from Council, individual projects will be listed under the Capital Construction Projects section on the City's website.

Attachments:

1. Resolution # 227/14
2. Northern Roads Hard Surfacing Strategy
3. Letter to Residents, September 26, 2016

Prepared By:


Nadeem Zahoor, P.Eng., M.Eng.
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Manager, Capital Projects & Infrastructure

NZ:mjh

Approved/Endorsed By:


Richard Holborn, P.Eng.
Director, Engineering & Public Works


Stan Karwowski, MBA, CPA, CMA
Director, Finance & Treasurer

Recommended for the consideration
of Pickering City Council

 Sept. 23, 2016
Tony Prevedel, P.Eng.
Chief Administrative Officer

Legislative Services Division
Clerk's Office
Directive Memorandum

April 29, 2014

To: Richard Holborn
Director, Engineering & Public Works

From: Debbie Shields
City Clerk

Subject: Direction as per Minutes of the Meeting of City Council
held on April 22, 2014

Notice of Motion
Roads

Council Decision

Resolution #227/14

Whereas there are 166 km of roads in Pickering, north of Taunton Road.

Whereas of these roads, 63 centreline km are hard surfaced and 103 centreline km are loose surfaced.

Whereas the maintenance of loose surface roads requires different road maintenance equipment, materials and strategies than hard surface roads, such as regular grading, application of materials such as gravel and dust suppressant. This results in a greater operating cost for loose surface roads. The City of Pickering's 2012 annual performance measures tracking indicates that these comparable operating costs are \$2,958.68/centreline km for hard surface roads and \$13,983.52/centreline km for loose surface roads, excluding winter control. Operating costs for loose surface roads are approximately 4.5 times as much as hard surface roads.

Whereas a number of these roads are heavily travelled and the loose surface roads are subject to greater deterioration due to rutting and weather conditions, particularly freeze and thaw, leading to poor driving conditions.

Whereas in order to address the need to hard surface these roads Council and staff need to develop a plan, including prioritization of roads for hard surfacing, a timeframe, and an annual budget allocation to implement the plan.

Subject: Directive Memorandum

Apr. 29/14
Page 2

Now Therefore the Ciity of Pickering staff develop a proposed plan to hard surface or re-surface roads north of Taunton Road including hamlets.

Now Therefore that the plan provide an estimate of the total capital cost and recommended forecast to accomplish this plan over the five year period 2015 to 2019, estimate the annual cost savings for road maintenance upon completion of this plan,

Now Therefore staff to explore any eligible federal or provincial funding programs that may be available to assist in funding the hard surfacing of the selected roads, and that staff report back to Council with the plan Including opportunities for public input no later than the January, 2015.

Please take any action deemed necessary.

Debbie Shields

/lr

Copy: Chief Administrative Officer

Northern Roads Hard Surfacing Strategy**Forecast from 2017 to 2021**

As per Council Resolution # 227/14, staff has developed a Northern Roads Hard Surfacing Strategy Forecast from 2017 to 2021 for roads north of Taunton Road to the Uxbridge Pickering Townline.

Northern Roads Hard Surfacing Strategy Forecast from 2017 to 2021:

Staff recommends the following roads to be upgraded from loose surface to hard surface, over the next five years from 2017 to 2021 in priority order. A road treatment type and an approximate cost estimate has also been produced. It would not be possible to upgrade all the loose surface roads to hard surface at one time, due to budget limitations and other competing priorities.

Priority # 1**Westney Road - Seventh Concession Road to Eighth Concession Road and Eighth Concession Road to Ninth Concession Road (Regional Road 5):**

Westney Road, from Seventh Concession Road to Eighth Concession Road and from Eighth Concession Road to Ninth Concession Road (Regional Road 5) is currently a loose surface road, with an AADT of 214 (2011 counts). It is approximately 2.3 km long, from Seventh Concession Road to Eighth Concession Road and 1.9 km long, from Eighth Concession Road to Ninth Concession Road (Regional Road 5). Westney Road runs parallel to Brock Road. It is a good connection from Regional Road 31 to Regional Road 5 (Ninth Concession Road) and ultimately to the Township of Uxbridge. The City has received approximately 14 emails over the past few years requesting the existing loose surface road be upgraded to a hard surface road.

Staff recommends hard surfacing Westney Road from Seventh Concession Road to Eighth Concession Road and then from Eighth Concession Road to Ninth Concession Road (Regional Road 5), in two phases. Staff may recommend upgrading Westney Road, Ninth Concession Road (Regional Road 5) to the Township of Uxbridge in the future, depending on the traffic and the budget requirement but it has not been included as part of this Strategy at this time. It will provide a good connection to Highway 407, Highway No. 7 and Regional Road 31 as the approval for Highway 407 includes a future interchange at Westney Road.

Westney Road from Seventh Concession Road to Eighth Concession Road was approved in the 2016 Capital Budget as one of the Accelerated Infrastructure Program (AIP) projects. The approved budget is \$1,550,000. The revised cost estimate is \$1,750,000 as the project now includes the segment of Eighth Concession Road between intersections.

Westney Road from Eighth Concession Road to Ninth Concession Road is in the Capital Forecast in year 2019, for \$1,500,000 but needs to be increased to \$1,800,000.

Both sections of Westney Road are recommended for full reconstruction in the Road Needs Study.

Staff supports the Road Needs Study recommendation of reconstructing Westney Road, due to the existing inadequate base material quality and thickness. Westney Road will be reconstructed and hard surfaced, with a suitable rural cross-section, with gravel shoulders and ditches, on both sides.

Priority # 2

Sideline 14 - Highway 407 to Seventh Concession Road:

Sideline 14 will be hard surfaced, from Seventh Concession Road to approximately 1.2 km south of Seventh Concession Road. It currently has an AADT of 38 (2011 counts). It will be a good north/ south connection between Highway 7 and Seventh Concession Road, parallel to Brock Road. The Highway 407 underpass has been constructed and the road was upgraded to hard surface from Highway 7 to the north limit of the underpass. Sideline 14 is in the Capital Forecast in year 2018 budget, for \$1,350,000 but this estimate can be reduced due to refinements made.

The Road Needs Study recommends to pulverize and resurface Sideline 14. The study provides a cost estimate of \$575,906.

Staff recommends reconstructing and hard surfacing Sideline 14, due to the inadequate existing gravel base material quality and thickness. It will be upgraded with a suitable rural cross-section with gravel shoulders and ditches, on both sides. The recommended budget is \$925,000

Priority # 3

Seventh Concession Road - Sideline 32 to Sideline 26, Sideline 26 to Sideline 22 and Sideline 22 to Brock Road:

Seventh Concession Road, Sideline 32 to Sideline 26, Sideline 26 to Sideline 22 & Sideline 22 to Brock Road, are currently loose surface roads, with an AADT range from 609 to 691 (2011 counts). It is approximately 2.4 km in length, from Sideline 32 to Sideline 26, 1.7 km in length, from Sideline 26 to Sideline 22 & 1.6 km in length, from Sideline 22 to Brock Road. It will be a good future connection from York Durham Line to Brock Road. It will be a future hard surfaced connection parallel to Highway 7 and will benefit Seaton Employment Lands. The future traffic volume will increase significantly on this road, with the proposed future development in the area.

The Road Needs Study recommends full reconstruction in year 2020.

Staff supports the Road Needs Study recommendation of reconstructing Seventh Concession Road, because of the existing inadequate base material quality and thickness. Seventh Concession Road will be reconstructed and hard surfaced, with a suitable rural cross-section, with gravel shoulders and ditches, on both sides, in three phases from Sideline 32 to Sideline 26, Sideline 26 to Sideline 22 and Sideline 22 to Brock Road.

The recommended budget for Seventh Concession Road from Sideline 32 to Sideline 26 is \$2,150,000. Sideline 26 to Sideline 22 is \$1,525,000 and Sideline 22 to Brock Road is \$1,525,000.

Priority # 4

Kinsale Road - Highway 407 to Seventh Concession Road:

Kinsale Road from Highway 407 to Seventh Concession Road is a north-south roadway approximately 1.0 km in length. Currently, Kinsale Road has an AADT of 81 (2011 counts). It is a good north-south connection from Seventh Concession Road to Highway 7. The Highway 407 underpass has been constructed and the road is hard surfaced from Highway 7 to the north limit of the underpass.

Kinsale Road from Highway 407 to Seventh Concession Road is in the Capital Forecast, for year 2017, for \$950,000.

The Road Needs Study recommends pulverizing resurfacing in 2017. The Study provides a cost estimate of \$375,412.

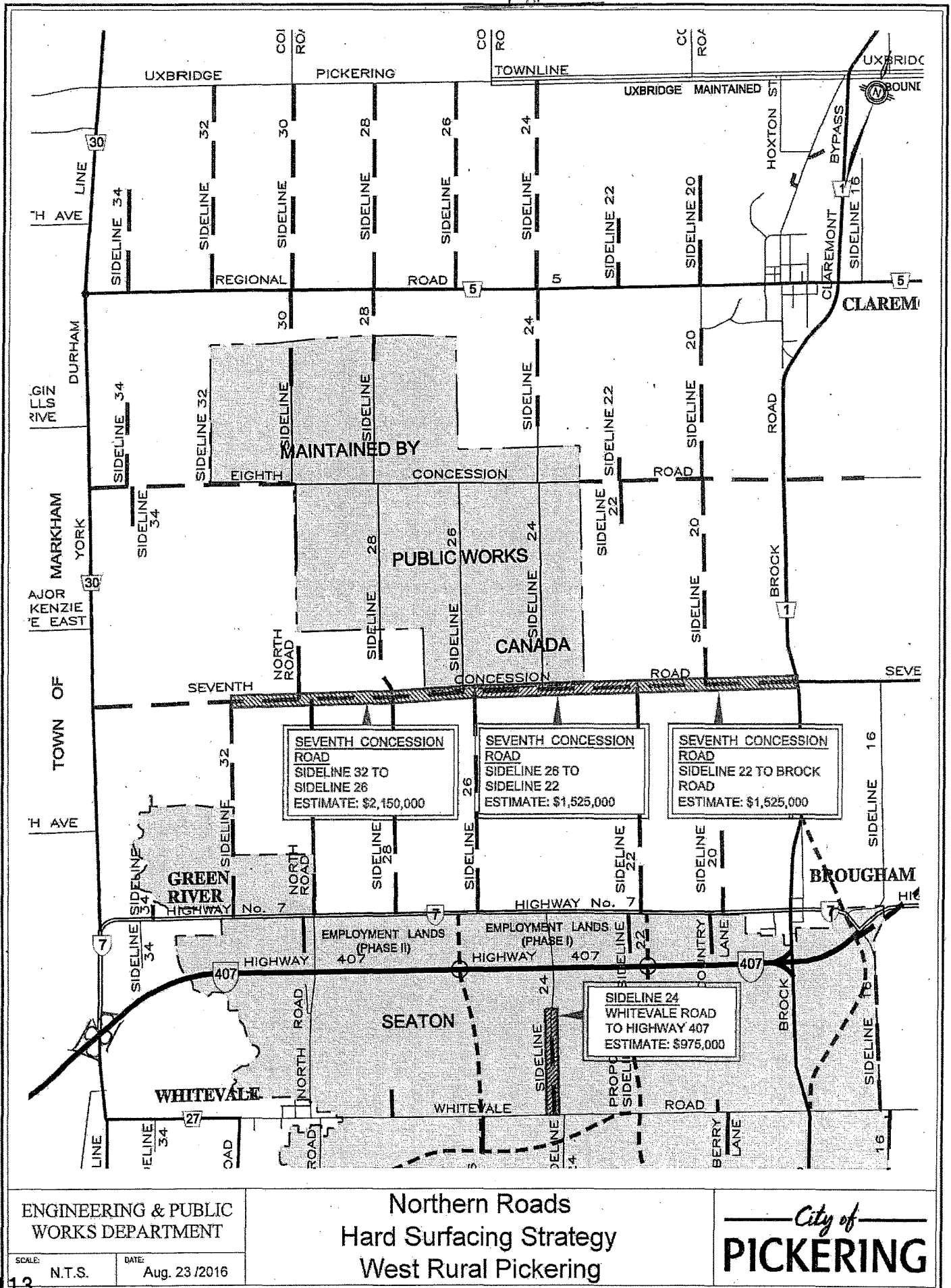
Staff recommends reconstructing and hard surfacing Kinsale Road, due to the inadequate existing gravel base material quality and thickness. It will be upgraded with a suitable rural cross section with gravel shoulders and ditches, on both sides. The recommended budget is \$975,000.

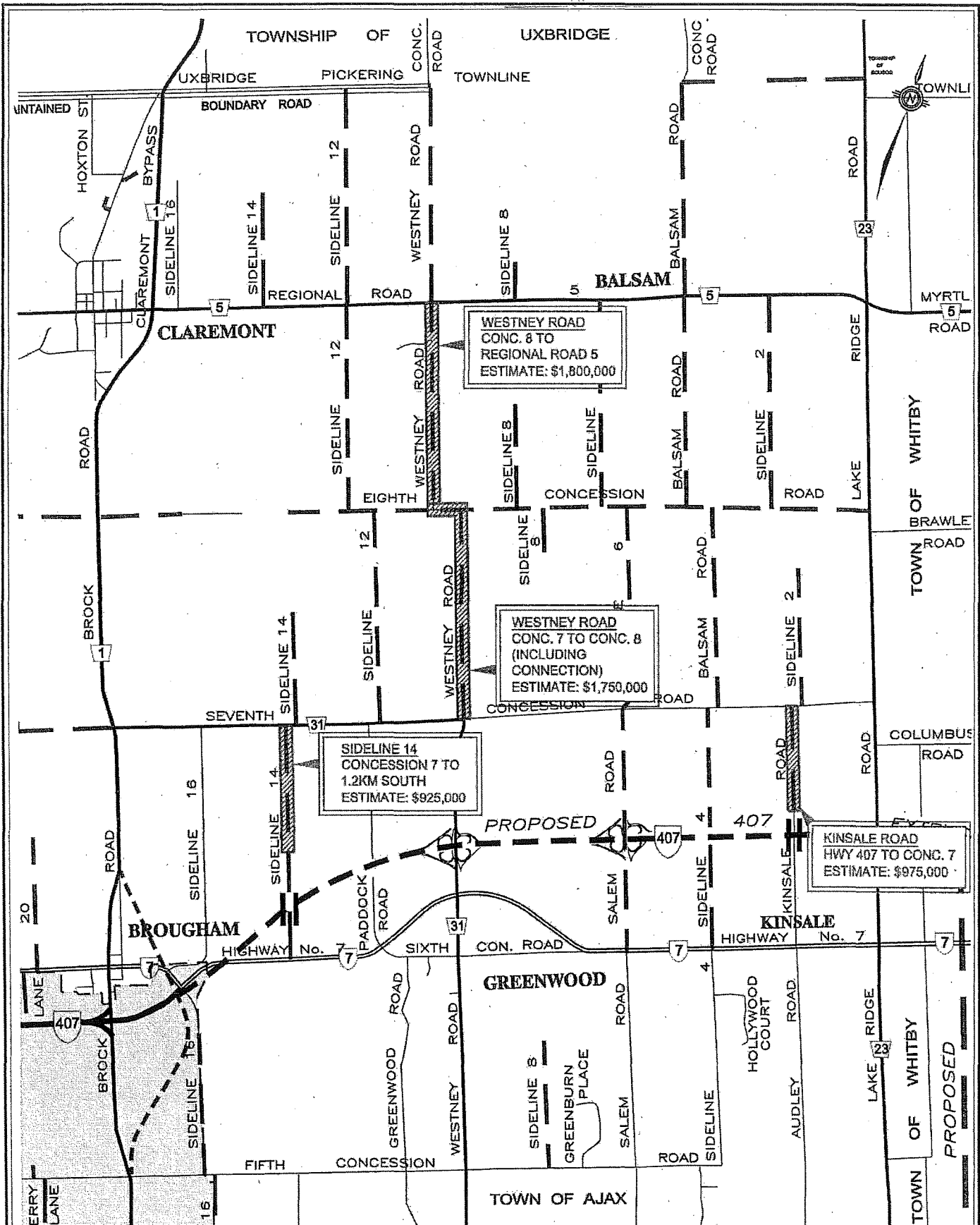
Priority # 5

Sideline 24 - Highway 407 to Whitevale Road:

Sideline 24 will be hard surfaced, from Whitevale Road to approximately 1.1 km north of Whitevale Road. It has an AADT of 114 (2011 counts). It is a good north-south connection between Highway 7 and Whitevale Road. The Highway 407 underpass has been constructed and the road is hard surfaced from Highway 7 to the south limit of the underpass.

Staff recommends reconstructing and hard surfacing Sideline 24 due to inadequate existing gravel base material quality and thickness. It will be upgraded with a suitable rural cross-section with gravel shoulders and ditches, on both sides. The recommended budget is \$975,000. This project needs to be added to the Capital Forecast





ENGINEERING & PUBLIC
WORKS DEPARTMENT

SCALE: N.T.S. DATE: Aug. 23 /2016

Northern Roads
Hard Surfacing Strategy
East Rural Pickering

City of
PICKERING

City of
PICKERING

Engineering & Public Works Department

September 26, 2016

Dear Resident

Subject: Proposed Northern Roads Hard Surfacing Strategy
 - City of Pickering
 File: A-1440

Councillors Pickles and Johnson, together with Engineering & Public Works staff, continue to review concerns and suggestions from residents regarding northern roads in the City of Pickering.

Pickering Council passed Councillor Pickles' Notice of Motion with Resolution# 227/14 requesting Engineering & Public Works staff to develop a Northern Roads Hard Surfacing Strategy for loose surface roads north of Taunton Road. Staff have prepared a draft strategy and will be recommending approval to upgrade the following loose surface roads to hard surface roads in the 2017 Capital Budget and Four Year Forecast (2018-2021), based on the following priority:

Priority Number	Road	Description/Limits
1	Westney Road	Seventh Concession Road to Eighth Concession Road Eighth Concession Road to Ninth Concession Road
2	Sideline 14	Highway 407 to Seventh Concession Road
3	Seventh Concession Road	Sideline 32 to Sideline 26 Sideline 26 to Sideline 22 Sideline 22 to Brock Road
4	Kinsale Road	Highway 407 to Seventh Concession Road
5	Sideline 24	Highway 407 to Whitevale Road

The Northern Roads Hard Surfacing Strategy, will be presented in Report ENG 09-16 at the Executive Committee meeting scheduled on Tuesday, October 11, 2016 at 2:00 pm, Pickering City Hall. If the recommendations in the report are approved, it will be brought forward for endorsement at the Council meeting scheduled on Monday, October 17, 2016 at 7:00 pm.

The agenda for the Executive Committee meeting which includes a copy of Report ENG 09-16, will be available on the City's website as of Friday, September 30, 2016, and the agenda for the Council meeting will be available on the City's website as of Friday, October 14, 2016. Information on how to

appear as a delegation at either the Executive Committee meeting or the Council meeting, is available on the City's website at pickering.ca.

Proposed Road Reconstruction Projects

In addition to the Northern Roads Hard Surfacing Strategy Projects, City of Pickering staff will also be recommending future reconstruction of the following existing hard surface roads north of Taunton Road in the short to mid-term through the annual budget process:

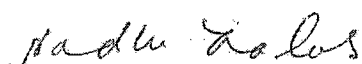
- Salem Road – Highway 7 to Fifth Concession Road (approved for 2017)
- Sixth Concession Road – Westney Road to Greenwood Road (approved for 2017)
- Scarbrough – Pickering Townline Road – Finch Avenue to Third Concession Road
- Seventh Concession Road – York Regional Road 30 to Sideline 32
- Uxbridge – Pickering Townline Road – York Regional Road 30 to Sideline 26

Proposed Frost Boil Repair Program

Engineering & Public Works staff will be recommending a new "Frost Boil Repair Program" in the 2017 Roads Current Budget, to address frost boils on an annual basis. Frost boils occur when there is an upwards swelling of the soil during freezing conditions caused by an increasing presence of moisture in the road base. During the freeze thaw cycle in the spring, the City's loose surface roads experience frost boils making driving conditions difficult and requiring frequent maintenance. The Frost Boil Repair Program will consist of excavation of the moisture bearing material and replacement with new granular material.

If you have any questions or require any further information regarding the above, please do not hesitate to contact me at 905.420.4660 ext. 2213 or by email at nzahoor@pickering.ca.

Yours truly



Nadeem Zahoor, P.Eng., M.Eng.
Coordinator, Transportation Engineering

NZ:mjh

Copy: Mayor Ryan
David Pickles, Regional Councillor – Ward 3
Rick Johnson, City Councillor – Ward 3
Chief Administrative Officer
Director, Engineering & Public Works
City Clerk
Manager, Capital Projects & Infrastructure
Manager, Public Works
Supervisor, Customer Care

From: Richard Holborn
Engineering & Public Works

Subject: Browning Avenue Storm Sewer Replacement
Tender No.T-13-2016
- File: A-1440

Recommendation:

1. That Tender No. T-13-2016 Browning Avenue Storm Sewer Replacement as submitted by Ambler & Co. Inc. in the total tendered amount of \$290,940.53 (HST included) be accepted;
2. That the total gross project cost of \$331,139.00 (HST included), including the tendered amount and other associated costs, and the total net project cost of \$298,201.00 (net of HST rebate) be approved;
3. That Council authorizes the Director, Finance & Treasurer to finance the net project cost in the amount of \$298,201.00 as follows:
 - a) the sum of \$174,000.00 as provided for in the 2011 Capital Budget - Stormwater Management be financed by the issue of debentures by The Regional Municipality of Durham over a period not to exceed five years;
 - b) the sum of \$74,644.00 as provided for in the 2011 Capital Budget - Stormwater Management to be funded by a transfer from the Federal Gas Tax Reserve Fund;
 - c) the sum of \$170.00 to be funded from property taxes;
 - d) the sum of \$44,448.00 as provided in the 2011 Capital Budget – Development Projects to be funded by a transfer from the Development Charges City's Share Reserve;
 - e) the sum of \$4,939.00 as provided in the 2011 Capital Budget – Development Projects to be funded by a transfer from the Development Charges Stormwater Management Reserve Fund;
 - f) the financing and annual repayment charges in the amount of approximately \$38,265.00 be included in the annual Current Budget commencing in 2017 or subsequent year in which the debentures are issued and continuing thereafter until the debenture financing is repaid;

Subject: Browning Avenue Storm Sewer Replacement
Tender No. T-13-2016

Page 2

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- g) the Treasurer be authorized to make any changes, adjustments, and revisions to amounts, terms, conditions, or take any actions necessary in order to effect the foregoing;
4. That the draft by-law attached to this report be enacted; and
5. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: As part of the 2011 Capital Budget - Stormwater Management, Browning Avenue Storm Sewer Replacement was approved as a construction project. Also, as part of the 2011 Capital Budget - Development Projects, four Oil Grit Separators were approved as a construction project, at locations to be determined. Tender No. T-13-2016 Browning Avenue Storm Sewer Replacement was issued on August, 22, 2016 and closed on September 14, 2016 with eight bidders responding. The low bid submitted by Ambler & Co. Inc. is recommended for approval. The total gross project cost is estimated at \$331,139.00 (HST included) and the total net project cost is estimated at \$298,201.00 (net of HST rebate).

Financial Implications:

1. Tender Amount

Tender No. T-13-2016	\$257,469.37
HST (13%)	<u>33,471.02</u>
Total Gross Tender Amount	<u>\$290,940.53</u>

2. Estimated Project Cost Summary

Tender No. T-13-2016 for Browning Avenue Storm Sewer Replacement	\$257,469.00
Associated Costs	
Materials Testing	2,500.00
Miscellaneous (Soils Investigation, TRCA application fees, etc.)	4,074.00
Project Contingency	<u>29,000.00</u>
Sub Total	\$293,043.00
HST (13%)	<u>38,096.00</u>
Total Gross Project Cost	\$331,139.00
HST Rebate (11.24%)	<u>(32,938.00)</u>
Total Net Project Cost	<u>\$298,201.00</u>

Subject: Browning Avenue Storm Sewer Replacement
Tender No. T-13-2016

Page 3

**3. Approved Source of Funds –
2011 Capital Budget Stormwater & Development Projects**

Account	Source of Funds	Available Budget	Required
Replacement of Storm Sewer			
5410.1102.6181	Debt - 5 Year	\$175,000.00	\$174,000.00
	Property Taxes	0.00	170.00
5410.1102.6181	Federal Gas Tax	<u>75,000.00</u>	<u>74,644.00</u>
	Subtotal	\$250,000.00	\$248,814.00
Oil Grit Separator			
5321.1107.6253	DC's City Share Reserve	158,451.00	44,448.00
5321.1107.6253	DC – Stormwater Mgmt. Reserve	<u>17,606.00</u>	<u>4,939.00</u>
	Subtotal	<u>\$176,057.00</u>	<u>\$49,387.00</u>
Total Funds		<u>\$426,057.00</u>	<u>\$298,201.00</u>

Project Cost under (over) approved funds by	\$127,856.00
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The full scope of the Browning Avenue Storm Sewer Replacement project includes both the replacement of the existing storm sewer and the installation of an oil grit separator. Funds required for the oil grit separator are budgeted in a different funding ratio than funds required for the replacement of the storm sewer component. Table 3 "Approved Source of Funds" above, provides the allocation of funds by each funding source based on the approved budget funding sources.

The 2011 Capital Budget – Development Projects account 5321.1107 is for the supply and installation of four Oil Grit Separators – locations to be determined. In the Browning Avenue Storm Sewer Replacement project one oil grit separator is required. The remaining funds (\$126,670.00) are to be committed for three future Oil Grit Separators, locations to be determined.

For ease of tracking associated costs and funding related to the Browning Avenue Storm Water Replacement project, the two approved accounts: 5410.1102.6181 "Browning Avenue Storm Sewer Replacement" and 5321.1107.6253 "Oil Grit Separator" will be consolidated under 5410.1102.6181 "Browning Avenue Storm Sewer Replacement" project. All related sources of funds will be transferred to this consolidated account.

Subject: Browning Avenue Storm Sewer Replacement
Tender No. T-13-2016

Page 4

Discussion: As part of the 2011 Capital Budget - Stormwater, Browning Avenue Storm Sewer Replacement was approved as a construction project. Also, as part of the 2011 Capital Budget – Development Projects, four Oil Grit Separators were approved as a construction project, locations to be determined. The storm sewer replacement on Browning Avenue created an opportunity to install one Oil Grit Separator as part of this construction project. The installation of the Oil Grit Separator is part of an ongoing program to enhance the water quality of Frenchman's Bay as per the Frenchman's Bay Stormwater Management Master Plan.

Tender No. T-13-2016 was issued on Monday, August 22, 2016 and closed on Wednesday, September 14, 2016 with eight bidders responding. The low bid submitted by Ambler & Co. Inc. is recommended for approval. References for Ambler & Co. Inc. have been reviewed and deemed acceptable by the Manager, Capital Projects & Infrastructure. The Waste Management Plan has been reviewed and deemed acceptable by the Manager, Capital Projects & Infrastructure. The Health & Safety Policy, and Certificate of Clearance issued by the Workplace Safety & Insurance Board as submitted by Ambler & Co. Inc. have been reviewed by the Coordinator, Human Resources, and deemed acceptable. The Certificate of Insurance has been reviewed by the Manager, Budgets & Internal Audit, and is deemed acceptable. In conjunction with staff's review of the contractor's previous work experience and the bonding available on this project, the tender is deemed acceptable.

Upon careful examination of all tenders and relevant documents received, the Engineering & Public Works Department recommends acceptance of the low bid submitted by Ambler & Co. Inc.. for Tender No. T-13-2016 in the amount of \$290,940.53 (HST included), and that the total net project cost of \$298,201.00 (net of HST rebate) be approved.

Attachments:

1. Supply & Services Memorandum dated September 15, 2016
2. Record of Tenders Opened and Checked
3. Location Map
4. Being a by-law to authorize the Browning Avenue Storm Sewer Replacement project in the City of Pickering and the issuance of debentures in the amount of \$174,000.00.

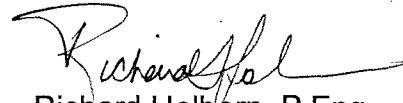
Subject: Browning Avenue Storm Sewer Replacement
Tender No. T-13-2016

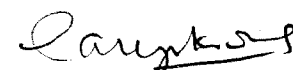
Page 5

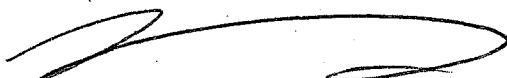
Prepared By:

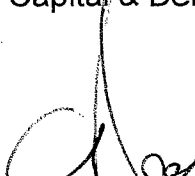

Darrell Selsky, C.E.T., CMM III
Manager, Capital Projects & Infrastructure

Approved/Endorsed By:


Richard Holborn, P.Eng
Director, Engineering & Public Works


Caryn Kong, CPA, CGA
Senior Financial Analyst,
Capital & Debt & Management


Stan Karwowski, MBA, CPA, CMA
Director, Finance & Treasurer


Vera A. Felgemacher
CSCMP, CPPO, CPPB, CPM, CMM III
Manager, Supply & Services

DS:mjh

Recommended for the consideration
of Pickering City Council


Tony Prevedel, P.Eng.
Chief Administrative Officer

Sept. 23, 2016

City of
PICKERING

Memo

To: Richard Holborn
Director, Engineering & Public Works

September 15, 2016

From: Vera A. Felgemacher
Manager, Supply & Services

Copy: Manager, Capital Projects & Infrastructure
Sr. Coordinator, Design & Asset Management
Supervisor, Supply & Services

Subject: Tender No. T-13-2016
Tender for Browning Avenue Storm Sewer Replacement
Closing: Wednesday, September 14, 2016 – 2:00pm
File: F-5400-001

Tender No. T-13-2016 was advertised on the City's website on August 22, 2016. Eight companies have submitted a bid for this project.

A copy of the Record of Tenders Opened and Checked used at the public tender opening is attached. Tenders shall be **irrevocable for 60 days** after the official closing date and time.

Purchasing Procedure No. PUR 010-001, Item 13.03 (r) provides checking tendered unit prices and extensions unit prices shall govern and extensions will be corrected accordingly, which has been completed below.

The unsuccessful Bidder's tendering deposit, other than a bid bond, shall be returned to the applicable bidders as provided for by Purchasing Procedure No. PUR 010-001, Item 13.03 (w). Three (3) bids have been retained for review at this time and are attached.

Summary
Harmonized Sales Tax Included

Bidder	Total Tendered Amount	After Calculation Check
Ambler & Co. Inc.	\$290,940.39	\$290,940.53
Montgomery MacEwen Contracting	\$372,773.77	\$372,773.75
Powerline Plus Ltd.	\$406,756.33	\$406,756.33
Blackstone Paving & Construction Ltd.	\$440,666.93	\$448,477.23
Elirpa Construction & Materials	\$547,140.84	\$547,140.84
Robert B. Somerville Co. Ltd.	\$557,035.34	\$557,034.38
Coco Paving Inc.	\$579,909.98	\$579,909.98
Midome Construction Services	\$649,750.00	\$649,750.00

Pursuant to Information to Bidders Item 27, Tendering Specifications Item 20 and Tendering Specifications Item 27, the following documentation will be requested of Ambler & Co. Ltd. for your review during the **evaluation stage** of this tender call. Please advise if Supply & Services is to proceed with collecting the following documentation:

- (a) A copy of the currently dated and signed Health and Safety Policy to be used on this project;
- (b) A copy of the current Clearance Certificate issued by Workplace Safety & Insurance Board;
- (c) The City's certificate of insurance or approved alternative form shall be completed by the Bidder's agent, broker or insurer;
- (d) If the Bidder is not a limited Company, pursuant to the relevant Provincial or Federal legislation, a copy of the most recent business or partnership registration form filed with the Ministry of Governance and Consumer Service; and
- (e) A Waste Management Plan.

A budget of \$1,000,000.00 was provided to Supply & Services for this procurement.

In accordance with Purchasing Policy Item 06.04, the authority for the dollar limit as set out below excludes HST.

As such, in accordance with Purchasing Policy Item 06.11, 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:

- (c) Over \$250,000, the Manager may approve the award, subject to the approval of the Director, Treasurer, CAO and Council.

Please include the following items in your Report:

- 1. if Items (a) through (b) noted above are acceptable to the Co-ordinator, Health & Safety or designate;

2. if the Certificate of Insurance is acceptable to the Manager, Budgets & Internal Audit;
3. if the list of subcontractors is acceptable;
4. if the Waste Management Plan is acceptable;
5. without past work experience, if the Reference information is acceptable;
6. the appropriate account number(s) to which this work is to be charged;
7. the budget amount(s) assigned thereto;
8. Treasurer's confirmation of funding;
9. related departmental approvals; and
10. related comments specific to the project.

After receiving Council's approval, an approved "on-line" requisition will be required to proceed.

Enquiries can be directed to the City's website for the unofficial bid results as read out at the public tender opening or to Supply & Services. Bidders will be advised of the outcome in due course.

If you require further information, feel free to contact me or a member of Supply & Services.

VAF/rr
Attachments

City of Pickering Record of Tenders Opened and Checked

Tender Description: Browning Avenue Storm Sewer Replacement

Tender No.: T-13-2016

Date: Wednesday, September 14, 2016

Time: Approx. 2:15 pm Local Time

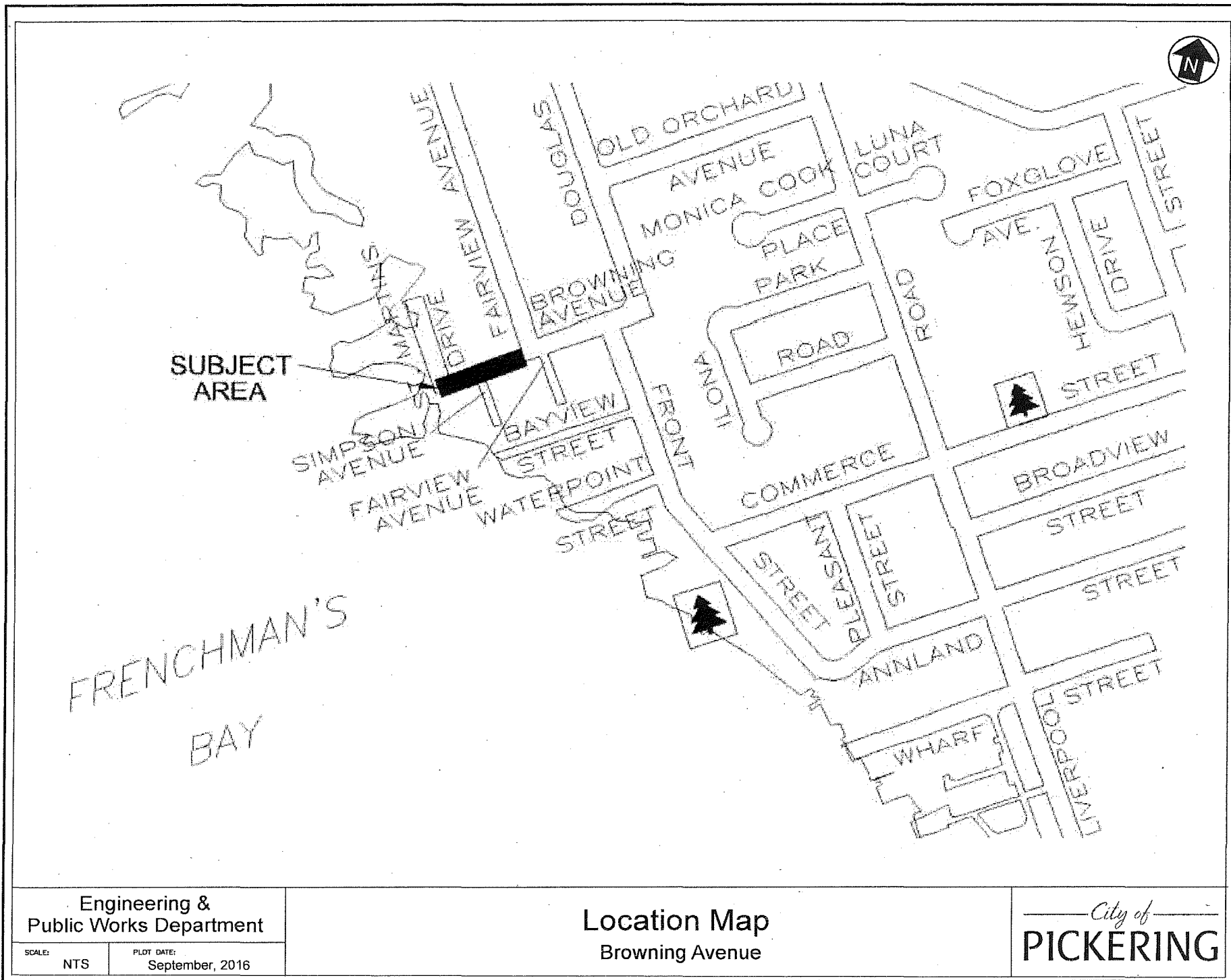
Bidder Name	Add No. 1 Acknowledged	Bid Deposit	Agreement to Bond	Total Tendered Amount	Bidder Sign In	Comments
Ambler & Co. Inc.	Yes	B.B. 10%	Yes	\$ 290,940.39		
Blackstone Paving & Construction Ltd	Yes	B.B. 10%	Yes	\$ 440,666.93		
Coco Paving Inc.	Yes	B.B. 10%	Yes	\$ 579,909.98		
Elirpa Construction	Yes	B.B. 10%	Yes	\$ 547,140.84		
Montgomery MacEwen Contracting	Yes	B.B. 10%	Yes	\$ 372,773.77		
Midome Construction Services Ltd.	Yes	B.B. 10%	Yes	\$ 649,750.00		
Powerline Plus Ltd.	Yes	B.B. 10%	Yes	\$ 406,756.33		
Robert B. Sommerville Co. Ltd.	Yes	B.B. 10%	Yes	\$ 557,035.34		

City Staff Present

Other

The information is strictly preliminary, pending review and verification of conformance to terms, conditions and specifications.

ATTACHMENT # 2 TO REPORT # EN 6 22-14



Engineering &
Public Works Department

SCALE:

NTS

PLOT DATE:

September, 2016

Location Map
Browning Avenue

City of
PICKERING

By-law No.

Being a by-law to authorize the Browning Avenue Storm Sewer Replacement project in the City of Pickering and the issuance of debentures in the amount of \$174,000.00

Whereas Section 11 of the *Municipal Act, 2001*, as amended, provides that a lower-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in that Section; and,

Whereas Subsection 401(1) of the *Municipal Act, 2001*, as amended, provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way; and,

Whereas Subsection 401(3) of the *Municipal Act, 2001*, as amended, provides that a lower-tier municipality in a regional municipality does not have the power to issue debentures; and,

Whereas The Regional Municipality of Durham has the sole authority to issue debentures for the purposes of its lower-tier municipalities including The Corporation of the City of Pickering (the "City"); and,

Whereas the Council of the City of Pickering wishes to proceed with debenture financing for the Browning Avenue Storm Sewer Replacement project; and,

Whereas before authorizing the Browning Avenue Storm Sewer Replacement project, the Council of the City had the Treasurer update the City's Annual Repayment Limit, the Treasurer calculated the estimated annual amount payable in respect of such project and determined that such annual amount would not cause the City to exceed the updated limit and, therefore, Ontario Municipal Board approval was not required prior to City Council's authorization as per Section 401 of the *Municipal Act, 2001*, as amended, and the regulations made thereunder;

And whereas after determining that Ontario Municipal Board approval is not required, the Council of the City approved Report ENG 22-16 on the date hereof and awarded Tender No. T-13-2016 for the Browning Avenue Storm Sewer Replacement project;

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

1. That the City proceed with the project referred to as "Browning Avenue Storm Sewer Replacement";
2. That the estimated costs of the project in the amount of \$298,201.00 be financed as follows:
 - a) that the sum of \$174,000.00 be financed by the issue of debentures by The Regional Municipality of Durham over a period not to exceed five years;
 - b) that the sum of \$170.00 be funded from property taxes;
 - c) that the sum of \$74,644.00 be funded by a transfer from the Federal Gas Tax Reserve Fund;
 - d) that the sum of \$44,448.00 be funded by a transfer from the Development Charges City's Share Reserve;
 - e) that the sum \$4,939.00 be funded by a transfer from the Development Charges Stormwater Management Reserve Fund;
3. That the funds to repay the principal and interest of the debentures be provided for in the annual Current Budget for the City commencing in 2017 or such subsequent year in which the debentures are issued and continuing thereafter until the debenture financing is repaid.

By-law passed this 17th day of October, 2016.

David Ryan, Mayor

Debbie Shields, City Clerk

From: Richard Holborn
Engineering & Public Works

Subject: Tender for Squires Beach Road & Clements Road
Intersection Improvements & Signalization
Tender No. T-3-2016
- File: A-1440

Recommendation:

1. That Tender No. T-3-2016 for Squires Beach Road & Clements Road Intersection Improvements & Signalization as submitted by Montgomery MacEwan Contracting in the total tendered amount of \$425,742.56 (HST included) be accepted;
 2. That the total gross project cost of \$623,691.00 (HST included), including the tender amount and other associated costs, and the total net project cost of \$561,653.00 (net of HST) be approved;
 3. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$561,653.00 as follows:
 - a) the sum of \$10,000.00 for the land acquisition as provided in the 2016 Capital Budget – Development Projects to be funded by a transfer from the Development Charges City's Share Reserve;
 - b) the sum of \$137,913.00 as provided in the 2016 Capital Budget – Development Projects to be funded by a transfer from the Development Charges City's Share Reserve;
 - c) the sum of \$413,740.00 as provided in the 2016 Capital Budget – Development Projects to be funded by a transfer from the Development Charges Roads & Related Reserve Fund; 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: As part of the 2016 Capital Budget - Development Projects the Squires Beach Road & Clements Road Intersection Improvements and Signalization was approved as a construction project. Tender No. T-3-2016 was issued on Tuesday, August 23, 2016 with a closing date of Wednesday, September 14, 2016. The low bid of \$425,742.56 (HST included) submitted by Montgomery MacEwan Contracting is recommended for approval. The total gross project cost is estimated at \$623,691.00

Subject: Tender for Squires Beach Road & Cements Road
Intersection Improvements & Signalization - Tender T-3-2016

Page 2

(HST included) with an estimated total net project cost of \$561,653.00 (net of HST rebate).

Financial Implications:

1. Tender Amount

Tender No. T-3-2016	\$376,763.33
HST 13%	<u>48,979.23</u>
Total	<u>\$425,742.56</u>

2. Estimated Project Cost Summary

Tender No. T-3-2016	\$376,763.00
Associated Costs	
Land Acquisition	10,000.00
Region Traffic Signal Installation	125,000.00
Materials Testing	2,500.00
Construction Contingency (10%)	<u>37,676.00</u>
Sub Total - Costs	\$551,939.00
HST 13%	<u>71,752.00</u>
Total Gross Project Costs	\$623,691.00
HST Rebate (11.24%)	<u>(62,038.00)</u>
Total Net Project Costs	<u>\$561,653.00</u>

3. Approved Source of Funds – 2016 Capital Budget - Development Projects

Account Code	Source of Funds	Available Budget	Required
Land Acquisition			
5321.1607.6265	DC City's Share Reserve	\$10,000.00	\$10,000.00
Traffic Signals			
5321.1607.6254	DC City's Share Reserve	168,750.00	137,913.00
5321.1607.6254	DC – Roads & Related Reserve Fund	<u>506,250.00</u>	<u>413,740.00</u>
Total Funds		<u>\$685,000.00</u>	<u>\$561,653.00</u>

Project Cost under (over) approved funds by	\$123,347.00
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Subject: Tender for Squires Beach Road & Clements Road
Intersection Improvements & Signalization - Tender T-3-2016

Page 3

Land acquisition is required as part of the traffic signal improvement work. The cost of the land acquisition will be bore entirely by the City, and will be funded from the Development Charges City's Share Reserve. The main component of this project (traffic signals installation) will be funded at the approved funding ratio of 25% from Development Charges City's Share Reserve and 75% Development Charges Roads & Related Reserve Fund.

Discussion: As part of the 2016 Capital Budget - Development Projects, the Squires Beach Road & Clements Road Intersection Improvements and Signalization was approved as a construction project.

Tender No. T-3-2016 was issued on Tuesday, August 23, 2016 with a closing date of Wednesday, September 14, 2016. The low bid of \$425,742.56 (HST included) submitted by Montgomery MacEwan Contracting is recommended for approval. The total gross project cost is estimated at \$623,691.00 (HST included) with an estimated total net project cost of \$561,653.00 (net of HST rebate).

References for Montgomery MacEwan Contracting have been checked and deemed acceptable by the Manager, Capital Projects & Infrastructure. The Waste Management Plan has been reviewed and deemed acceptable by the Manager, Capital Projects & Infrastructure. The Health & Safety Policy, proof of Confined Space Entry Procedure and a list of employees trained, a current WSIB Workplace Injury Summary Report, Certificate of Clearance issued by the Workplace Safety & Insurance Board have been reviewed by the Coordinator, Human Resources and deemed acceptable. The Certificate of Insurance has been reviewed by the Manager, Budgets & Internal Audit, and deemed acceptable. In conjunction with staff's review of the contractor's previous work experience and bonding available on this project, the tender is deemed acceptable.

Upon careful examination of all tenders and relevant documents received, the Engineering & Public Works Department recommends acceptance of the low bid submitted by Montgomery MacEwan Contracting for Tender No. T-3-2016 in the amount of \$425,742.56 (HST included), and the total net project cost of \$561,653.00 (net of HST rebate) be approved.

Attachments:

1. Supply & Services Memorandum dated September 15, 2016
2. Record of Tenders Opened and Checked
3. Location Map

Subject: Tender for Squires Beach Road & Cements Road
Intersection Improvements & Signalization - Tender T-3-2016

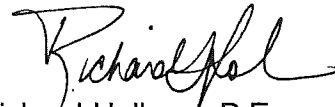
Page 4

Prepared By:



Darrell Selsky, C.E.T., CMM III
Manager, Capital Projects & Infrastructure

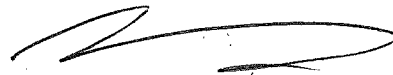
Approved/Endorsed By:



Richard Holborn, P.Eng
Director, Engineering & Public Works



Caryn Kong, CPA, CGA
Senior Financial Analyst,
Capital & Debt & Management



Stan Karwowski, MBA, CPA, CMA
Director, Finance & Treasurer



Vera A. Felgemacher
CSCMP, CPPO, CPPB, CPM, CMM III
Manager, Supply & Services

DS:mjh

Recommended for the consideration
of Pickering City Council



Sept. 23, 2016

Tony Prevedel, P.Eng.
Chief Administrative Officer

City of
PICKERING

Memo

To: Richard Holborn
 Director, Engineering & Public Works

September 15, 2016

From: Vera A. Felgemacher
 Manager, Supply & Services

Copy: Manager, Capital Projects & Infrastructure
 Sr. Coordinator, Design & Asset Management
 Supervisor, Supply & Services

Subject: Tender No. T-3-2016
 Tender for Squires Beach Rd. and Clements Rd. Intersection Improvements and
 Signalization
 Closing: Wednesday, September 14, 2016 – 2:00pm
 File: F-5400-001

Tender No. T-3-2016 was advertised on the City's website on August 23, 2016. Five companies have submitted a bid for this project.

A copy of the Record of Tenders Opened and Checked used at the public tender opening is attached. Tenders shall be **irrevocable for 60 days** after the official closing date and time.

Purchasing Procedure No. PUR 010-001, Item 13.03 (r) provides checking tendered unit prices and extensions unit prices shall govern and extensions will be corrected accordingly, which has been completed below.

The unsuccessful Bidder's tendering deposit, other than a bid bond, shall be returned to the applicable bidders as provided for by Purchasing Procedure No. PUR 010-001, Item 13.03 (w). Three (3) bids have been retained for review at this time and are attached.

Summary Harmonized Sales Tax Included

Bidder	Total Tendered Amount	After Calculation Check
Montgomery MacEwen Contracting	\$425,742.57	\$425,742.56
Blackstone Paving & Construction Ltd.	\$492,236.70	\$492,233.65
Midome Construction Services	\$519,800.00	\$519,800.00
Brennan Paving & Construction Ltd.	\$528,613.21	\$528,613.21
Elirpa Construction & Materials	\$660,218.26	\$660,218.26

Pursuant to Information to Bidders Item 27, Tendering Specifications Item 20 and Tendering Specifications Item 27, the following documentation will be requested of Montgomery MacEwen Contracting for your review during the **evaluation stage** of this tender call. Please advise if Supply & Services is to proceed with collecting the following documentation:

- (a) A copy of the currently dated and signed Health and Safety Policy to be used on this project;
- (b) A copy of the current Clearance Certificate issued by Workplace Safety & Insurance Board;
- (c) Proof of compliance with amended Confined Spaces Regulations (O. Reg. 632/05 – July 1, 2011). Copies of certified Training and Procedures to be used on this project;
- (d) A list of employees trained in the confined space entry procedure who will be working on this project;
- (e) The City's certificate of insurance or approved alternative form completed by the Bidder's agent, broker or insurer;
- (f) A completed Sub-contractors List, listing all sub-contractors who may be carrying out any part of this Contract; and
- (g) A Waste Management Plan.

A budget of \$685,000.00 was provided to Supply & Services for this procurement.

In accordance with Purchasing Policy Item 06.04, the authority for the dollar limit as set out below excludes HST.

As such, in accordance with Purchasing Policy Item 06.11, 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:

- (c) Over \$250,000, the Manager may approve the award, subject to the approval of the Director, Treasurer, CAO and Council.

Please include the following items in your Report:

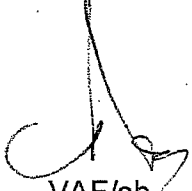
- 1. if Items (a) through (d) noted above are acceptable to the Co-ordinator, Health & Safety or designate;
- 2. if the Certificate of Insurance is acceptable to the Manager, Budgets & Internal Audit;
- 3. if the list of subcontractors is acceptable;
- 4. if the Waste Management Plan is acceptable;
- 5. without past work experience, if the Reference information is acceptable;
- 6. the appropriate account number(s) to which this work is to be charged;
- 7. the budget amount(s) assigned thereto;
- 8. Treasurer's confirmation of funding;
- 9. related departmental approvals; and
- 10. related comments specific to the project.

ATTACHMENT# 1 TO REPORT# ENG 23-16
3 of 3

After receiving Council's approval, an approved "on-line" requisition will be required to proceed.

Enquiries can be directed to the City's website for the unofficial bid results as read out at the public tender opening or to Supply & Services. Bidders will be advised of the outcome in due course.

If you require further information, feel free to contact me or a member of Supply & Services.



VAF/sb
Attachments

**City of Pickering
Record of Tenders Opened and Checked**

Tender Description: Squires Beach Rd. and Clements Rd. Intersection Improvements and Signalization

Tender No.: T-3-2016

Date: Wednesday, September 14, 2016

Time: Approx. 2:15 pm Local Time

Bidder Name	Agreement to Bond	Bid Deposit	Addendum #1 Acknowledged	Total Tendered Amount	Bidder Sign In	Comments
Blackstone Paving & Construction Ltd.	✓	✓ 10%	✓	\$ 492,236.70		
Brennan Paving & Construction Ltd.	✓	✓ 10%	✓	\$ 528,613.21	<i>[Signature]</i>	
Elirpa Construction	✓	✓ 10%	✓	\$ 660,218.26	<i>[Signature]</i>	
Midome Construction Services Ltd.	✓	✓ 10%	✓	\$ 519,800.00	<i>[Signature]</i>	
Montgomery MacEwen Contracting	✓	✓ 10%	✓	\$ 425,742.57	<i>[Signature]</i>	

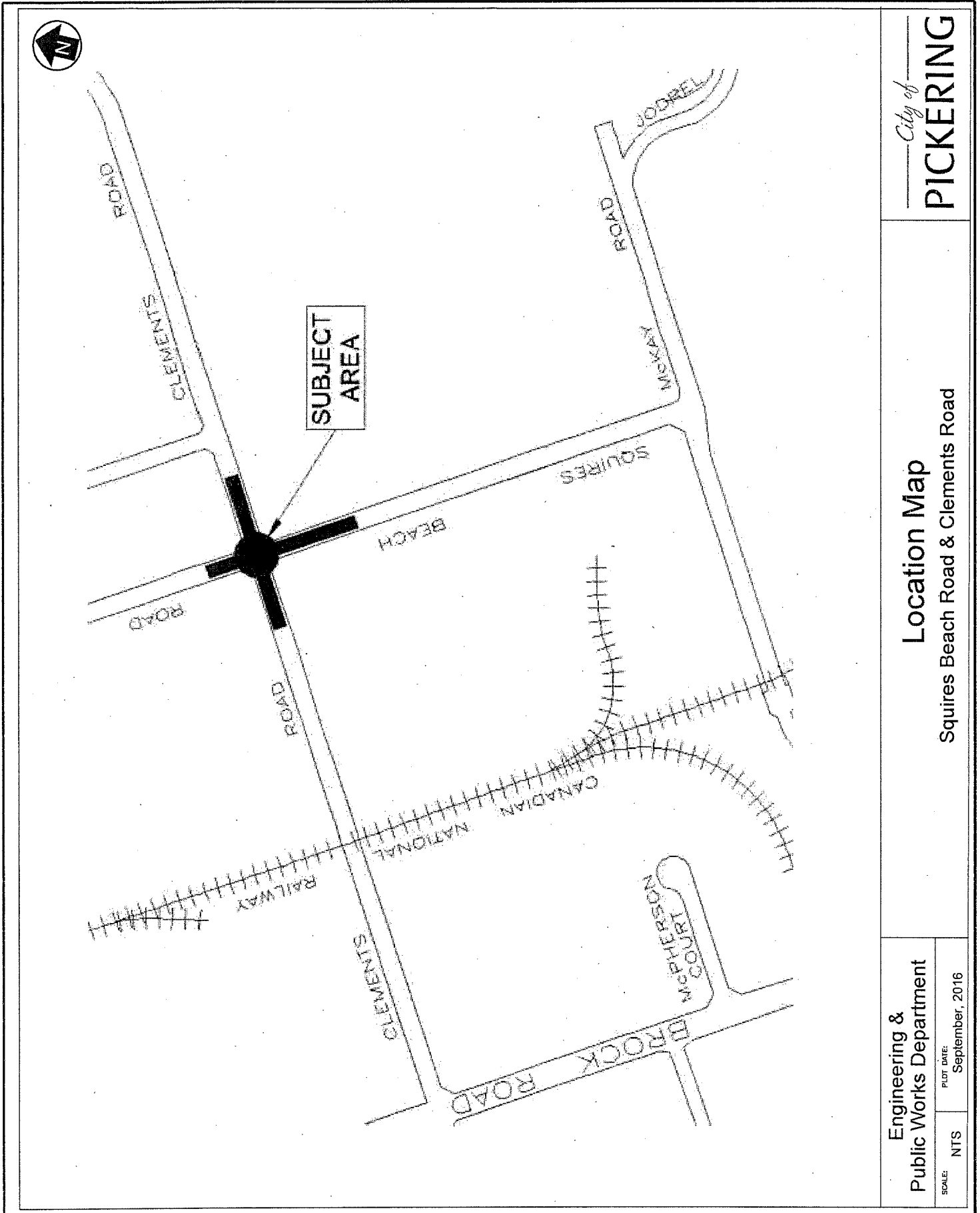
ATTACHMENT # 2 TO REPORT # ENR 23-16

City Staff Present

Other

[Signatures of City Staff and Other Attendees]

The information is strictly preliminary, pending review and verification of conformance to terms, conditions and specifications.



From: Stan Karwowski
Director, Finance & Treasurer

Subject: Section 357/358 of the *Municipal Act*- Adjustment to Taxes

Recommendation:

1. That the write-off of taxes as provided for in Attachment 1, in accordance with Sections 357/358 of the *Municipal Act*, 2001 be approved; and
2. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

Executive Summary: Not Applicable

Financial Implications: If approved, the write-off of taxes as referred to in Attachment 1 of this report represents a gross cost of \$40,195.76 with a net cost to the City of approximately \$13,241.27, the balance being charged back to the Region of Durham and the School Boards. Pickering's share of the costs will be charged to the 2016 Current Budget allocation under General Government – Provision for Uncollectable Taxes.

Discussion: The *Municipal Act* provides the Treasurer with various tax tools regarding the administration and collection of property taxes. Under the provisions of Section 357 of the *Municipal Act*, reduction of taxes due to fire, demolition, exemption, assessment change or error is allowed. Change in realty tax class can translate into lower property taxes if a property is moved from industrial to commercial tax class or commercial to residential tax class. Demolitions and other physical changes to a property, such as filling in a swimming pool, or damage caused by fire or flooding, result in a reduction in assessment and a corresponding reduction in property taxes.

Section 358 of the *Municipal Act* allows taxpayers to have their assessments revised by MPAC where they believe that they have been overcharged due to a gross or manifest clerical error on the part of MPAC. On this basis, taxpayers are allowed to seek reduction of their assessments for the current year as well as the two prior years. This section of the Act allows for the reduction of taxes due to such errors, once confirmed by the Regional Assessment Office of MPAC.

Two of the applications in Attachment 1 reflect the comment "No Recommendation". MPAC confirmed that the properties were assessed correctly, and did not require adjustments.

Seven of the applications in Attachment 1 reflect the comment “Raised by Fire or Demolition or Otherwise,” and were filed to remove the value of the structures.

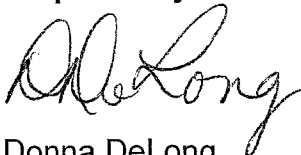
Two of the applications in Attachment 1 reflect the comment “Became “Exempt” as one property was purchased by the City, and the other was purchased by the Region.

Fifty-two of the applications reflect the comment “Gross or manifest clerical/factual error (by MPAC)”. Forty-six of these properties were incorrectly assessed in the MT class instead of the RT class. The remaining six applications were to remove assessment from two properties that had been incorrectly assessed with finished basements for the past three tax years.

The purpose of Sections 357 and 358 is to allow the municipality and MPAC to quickly rectify assessment classification changes, and prior years’ errors quickly without the property owner having to go through the formal assessment review process.

Attachments:

1. Section 357/358 Adjustment to Taxes - Taxable
-

Prepared By:

Donna DeLong
Supervisor, Taxation

Approved/Endorsed By:

Stan Karwowski
Director, Finance & Treasurer

SK:dd

Recommended for the consideration
of Pickering City Council



Tony Prevedel, P.Eng.
Chief Administrative Officer

Sep. 22, 2016

City of Pickering
Section 357/358 Adjustment to Taxes

October 17, 2016

FIN 18 - Attachment 1

App #	Reason for Adjustment	Details	Year	City	Region	Education	Total	Type of Application
17 /16	Razed by Fire or Demolition or Otherwise	Structure demolished	2016	512.79	945.89	254.35	1,713.03	357
18 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	208.24	391.93	-	600.17	357
19 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	195.49	367.94	-	563.43	357
20 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	195.49	367.94	-	563.43	357
21 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	195.49	367.94	-	563.43	357
22 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	195.49	367.94	-	563.43	357
23 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	195.49	367.94	-	563.43	357
24 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	169.99	319.94	-	489.93	357
25 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	297.55	560.03	-	857.58	357
26 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	165.74	311.94	-	477.68	357
27 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	166.80	313.95	-	480.75	357
28 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	253.92	477.92	-	731.84	357
29 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	168.92	317.94	-	486.86	357
30 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
31 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
32 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
33 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	241.17	453.92	-	695.09	357
34 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	239.05	449.92	-	688.97	357
35 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
36 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
37 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
38 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	182.74	343.94	-	526.68	357
39 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
40 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	212.48	399.93	-	612.41	357
41 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	217.80	409.93	-	627.73	357
42 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	190.17	357.94	-	548.11	357
43 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	190.17	357.94	-	548.11	357
44 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	190.17	357.94	-	548.11	357
45 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	190.17	357.94	-	548.11	357
46 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	190.17	357.94	-	548.11	357
47 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	190.17	357.94	-	548.11	357
48 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	217.80	409.93	-	627.73	357
49 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	212.48	399.93	-	612.41	357
50 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
51 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
52 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
53 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
54 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
55 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	185.92	349.94	-	535.86	357
56 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	229.48	431.93	-	661.41	357
57 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	191.24	359.94	-	551.18	357

ATTACHMENT # 1 TO REPORT # FIN 18-16

App #	Reason for Adjustment	Details	Year	City	Region	Education	Total	Type of Application
58 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	186.99	351.94	-	538.93	357
59 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	186.99	351.94	-	538.93	357
60 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	186.99	351.94	-	538.93	357
61 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	186.99	351.94	-	538.93	357
62 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	207.17	389.93	-	597.10	357
63 /16	Gross or manifest clerical/factual error (by MPAC)	Tax class changed from MT to RT	2015	1.06	2.00	-	3.06	357
64 /16	Razed by Fire or Demolition or Otherwise	Pool removed	2016	45.48	83.90	22.56	151.94	357
65 /16	Razed by Fire or Demolition or Otherwise	Structure demolished	2016	879.31	1,621.98	436.16	2,937.45	357
66 /16	No Recommendation	No change-value already reflects land only	2016	-	-	-	-	357
67 /16	Razed by Fire or Demolition or Otherwise	Structure demolished	2016	401.28	740.20	199.04	1,340.52	357
68 /16	Razed by Fire or Demolition or Otherwise	Structure demolished	2016	323.78	597.24	160.60	1,081.62	357
69 /16	Gross or manifest clerical/factual error (by MPAC)	Incorrectly assessed with finished basement	2014	18.75	36.19	10.15	65.09	358
70 /16	Gross or manifest clerical/factual error (by MPAC)	Incorrectly assessed with finished basement	2016	37.90	69.91	18.80	126.61	357
71 /16	Gross or manifest clerical/factual error (by MPAC)	Incorrectly assessed with finished basement	2015	28.24	53.16	14.63	96.03	358
72 /16	Became Exempt	Tax class changed from RT to Exempt-City	2015	310.41	584.25	160.77	1,055.43	357
73 /16	Razed by Fire or Demolition or Otherwise	Structure demolished	2016	142.41	262.69	70.64	475.74	357
74 /16	Became Exempt	Tax class changed from RT to Exempt-Region	2016	736.23	1,358.05	365.19	2,459.47	357
75 /16	No Recommendation	No change-structure has not been demolished	2016	-	-	-	-	357
76 /16	Razed by Fire or Demolition or Otherwise	Structure demolished	2016	852.78	1,573.04	423.00	2,848.82	357
77 /16	Gross or manifest clerical/factual error (by MPAC)	Incorrectly assessed with finished basement	2014	18.75	36.19	10.15	65.09	358
78 /16	Gross or manifest clerical/factual error (by MPAC)	Incorrectly assessed with finished basement	2015	28.24	53.15	14.63	96.02	358
79 /16	Gross or manifest clerical/factual error (by MPAC)	Incorrectly assessed with finished basement	2016	37.90	69.91	18.80	126.61	357
				<u>13,241.27</u>	<u>24,775.02</u>	<u>2,179.47</u>	<u>40,195.76</u>	

From: Jennifer Eddy
Division Head, Human Resources

Subject: Respect in the Workplace Policy
- HUR 070
- File: A-4000-007

Recommendation:

1. That Council approve amendments to the Respect in the Workplace Policy, as set out in Attachment I, in order to comply with the requirements of the *Occupational Health & Safety Act*.

Executive Summary: The attached policy has been reviewed and revised as necessary to comply with changes to legislation with respect to the definition of what constitutes workplace sexual harassment in accordance with Bill 132 which received Royal Assent, thereby amending the *Occupational Health & Safety Act*.

Bill 132 introduced legislative provisions obligating employers to conduct investigations for allegations of sexual harassment. These provisions are consistent with the City's established procedure to deal with such matters.

Financial Implications: None.

Discussion: The Respect in the Workplace Policy was approved by Council in 2010. Changes have now been made to this policy for the purpose of updating the definition of workplace sexual harassment in accordance with Bill 132 which changed Subsection 1 (1) of the *Occupational Health & Safety Act*.

While sexual harassment has always been defined as a form of harassment under the Ontario Human Rights Code, the *Occupational Health & Safety Act* has now been amended to require employers to implement specific policies and programs to ensure incidents of complaints of workplace sexual harassment are appropriately investigated and the parties directly involved are advised of the findings. The City has always been committed to maintaining a harassment free work environment and investigates and resolves complaints of this nature promptly.

Prior to this change, the City defined sexual harassment as any unwelcome conduct, comment, gesture or physical contact of a sexual nature directed toward someone of the same or opposite gender that is known or ought reasonably to be known to cause offense, embarrassment or humiliation. The policy will now define workplace sexual harassment in accordance with the *Occupational Health & Safety Act*. From this point forward, workplace sexual harassment shall be defined as:

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably be known to be unwelcome, or
- b) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Attachments:

1. Respect in the Workplace Policy
 2. Bill 132
-

Prepared By:

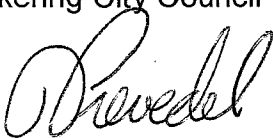
Soula Christou
Coordinator, Human Resources

Approved/Endorsed By:

Jennifer Eddy
Division Head, Human Resources

SV:lvg

Recommended for the consideration
of Pickering City Council



Tony Prevedel, P.Eng.
Chief Administrative Officer

Sgt. 22, 2016

Procedure Title: Respect in the Workplace		Policy Number HUR 070	
Reference <i>Ontario Human Rights Code</i> <i>Occupational Health and Safety Act</i> <i>Municipal Freedom of Information and Protection of Privacy Act</i> Res. #112/10 Res. #140/12 Res. #***/16	Date Originated (m/d/y) March 1993	Date Revised (m/d/y) June 21, 2010	Pages 13
		November 12, 2012 September 19, 2016	
Approval: Chief Administrative Officer		Point of Contact: Division Head, Human Resources	

Policy Objective

The Corporation of the City of Pickering (the "City") is committed to providing and maintaining a work environment that is free from violence and harassment and where the dignity and self-esteem of every employee is respected.

Under the provisions of the Ontario Human Rights Code, every employee has the right to freedom from discrimination and harassment in the workplace by the employer, by an agent of the employer, or by another employee because of sex, sexual orientation, gender identity, gender expression, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, or disability. Furthermore, in accordance with the Occupational Health and Safety Act, this policy prohibits all forms of harassment, psychological harassment and violence that is related or unrelated to any of the prohibited grounds mentioned above.

In keeping with its legal and social responsibilities as an employer and to prevent and manage workplace harassment and violence, the City will treat any complaint of workplace harassment and violence as a serious matter which, if proven, constitutes a serious offence that will not be tolerated or condoned.

The objectives of this policy are to:

- demonstrate the City's commitment to the provision of a working environment that is free of violence and all forms of harassment;
- provide all City employees with an opportunity to bring forward and remedy allegations of workplace violence and harassment in a fair and impartial manner;

- c) set out the types of behaviour that may be considered to be offensive;
- d) establish a mechanism for receiving complaints of workplace violence and harassment and to provide a procedure by which the City will deal with these complaints; and
- e) ensure that all complaints are dealt with expeditiously and objectively and that the rights of all parties are respected.

Index

- 01 Definitions
- 02 Responsibilities
- 03 Procedures
- 04 Confidentiality
- 05 Application
- 06 Limitations

01 Definitions

- 01.01 **Complaint** is a statement by an employee containing full particulars of an allegation of a violation of this Policy. Such particulars include a factual account of the incident(s), relevant times, dates, circumstances, the person(s) involved, and the names of any witnesses. Employees may be encouraged to document the allegations in a signed and dated written statement.
- 01.02 **Complainant** is any person who makes a formal complaint.
- 01.03 **Discrimination** is any distinction, exclusion or preference based on a protected ground in the Ontario Human Rights Code which nullifies or impairs equal opportunity in employment.
- 01.04 **Retaliation** is action taken against an individual in response to having invoked the Respect in the Workplace Policy on behalf of oneself or another individual or for having participated or cooperated in any investigation under this Policy.
- 01.05 **Respondent** is the person(s) in which allegations of harassment and/or violence are taken against.
- 01.06 **Supervisor** is a person who has charge of a workplace or authority over a worker.

01.07 **Workplace** is the working or work-related environment including, but not limited to, the offices, buildings, worksites or any other location where City business is being conducted and employees have gathered as a result of employment responsibilities or social gatherings sanctioned by the City.

01.08 **Workplace Harassment** is engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome which creates an intimidating or hostile work environment, interferes with an employee's work performance, or threatens economic livelihood. Harassment which occurs outside of the workplace but which has repercussions in the work environment, adversely affecting employee relationships may also be defined as workplace harassment. Workplace harassment can involve the following:

- a) **Harassment** is engaging in a course of vexatious comments or conduct that is known, or ought reasonably to be known, to be unwelcome or offensive, and includes, for purposes of this policy, one or a series of unwanted, unsolicited actions, behaviours, remarks or communications in any form, directed toward an individual or a group, and which are related to any of the prohibited grounds of workplace or employment harassment under the *Human Rights Code*.

Harassment can include, but is not limited to the following examples:

- racial or ethnic slurs;
- repeatedly asking when they are going to get married or have children;
- inappropriate comments about specific genders or age groups; and/or
- unwelcome remarks, jokes, taunts, suggestions about a person's religion, disability, etc.

- b) **Psychological Harassment** is engaging in behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people. Examples of psychological harassment can include, but are not limited to:

- verbally abusive behaviour such as yelling, insults and name calling;
- persistent, excessive and unjustified criticism and constant scrutiny;
- spreading malicious rumours;
- excluding or ignoring someone;

- sabotaging someone else's work, equipment or belongings;
- written or verbal abuse or threats;
- making false allegations about someone in memos, emails or other work related documents; and/or
- actions which create a poisoned work environment which occurs when an activity or behaviour is not necessarily directed at anyone in particular but creates a hostile or offensive workplace for those who are exposed to it.

c) **Sexual Harassment** is:

- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably be known to be unwelcome; or
- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Sexual harassment can include, but is not limited to the following examples:

- unwelcome sexual remarks, invitations or requests;
- unwelcome remarks, jokes, taunts, and/or suggestions about a person's body;
- displays of pornographic, sexist, or other offensive or derogatory material;
- leering (suggestive staring) or other offensive gestures;
- unnecessary physical contact; and
- persistent, unwanted attention after a consensual relationship ends.

01.09 Workplace Violence is:

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace violence can include but is not limited to the following examples:

- physically abusive or threatening behaviour such as pushing, hitting, finger pointing or standing close to someone in an aggressive manner;
- leaving threatening notes or sending threatening emails to the workplace; and/or
- using or threatening to use a weapon.

02 Responsibilities

02.01 Council to:

- a) approve the policy and any amendments to it from time to time; and
- b) actively support and adhere to the Respect in the Workplace Policy.

02.02 Chief Administrative Officer to:

- a) actively support and adhere to the Respect in the Workplace Policy;
- b) ensure that all City employees are provided with a work environment free from any form of harassment or violence; and
- c) create an environment that encourages prospective complainants to report incidents of harassment and violence should they occur;
- d) undertake appropriate corrective or disciplinary action making decisions to terminate employment as required.

02.03 Directors and Division Heads to:

- a) actively support and adhere to the Respect in the Workplace Policy;
- b) create and maintain a harassment and violence free workplace for all employees within his/her department/division;
- c) prevent and discourage workplace harassment and violence through action and example by ensuring that their own conduct and that of their employees is not hurtful, intimidating or embarrassing;
- d) ensure that workplace behaviour contrary to this Policy is not permitted, condoned, or ignored;
- e) ensure that all employees within his/her department/division are conversant with the City's Respect in the Workplace Policy and with their rights and responsibilities under this Policy;
- f) treat all complaints of workplace harassment and violence seriously and respond in a timely manner to complains in accordance with the procedures outlined in this Policy;

- g) cooperate in any investigation arising from complaints made under this Policy; and
- h) undertake appropriate corrective or disciplinary action including making recommendations to terminate employment as required.

02.04 Supervisors to:

- a) take reasonable precautions to protect the health and safety of workers which includes preventing workplace violence by creating and maintaining a harassment and violence free workplace for all employees within his/her work unit;
- b) prevent and discourage workplace harassment and violence through action and example by ensuring that their own conduct and that of their employees is not hurtful, intimidating or embarrassing;
- c) offer training and information to workers to ensure that workplace behaviour contrary to this Policy is not permitted, condoned or ignored;
- d) treat all complaints of workplace harassment and violence seriously and respond in a timely manner to complaints in accordance with the procedures outlined in this Policy;
- e) communicate and reinforce the City's Policy and Procedures on workplace harassment and violence to all employees within his/her work unit;
- f) refer the matter to management in a timely fashion when he/she has knowledge of workplace harassment or violence so that the matter can be investigated; and
- g) cooperate in any investigation arising from complaints made under this Policy.

02.05 Human Resources Division to:

- a) provide training and education to all employees on the interpretation and application of this Policy;
- b) serve as a resource to management and staff on workplace harassment, violence and related issues;
- c) provide consultation and advice to City management regarding appropriate corrective or disciplinary action to be undertaken to resolve a complaint;
- d) receive complaints and undertake a prompt and confidential investigation into all complaints brought forward;
- e) maintain a centralized record of all workplace harassment and violence complaints and related documentation;
- f) undertake follow-up interviews with the complainant in accordance with the procedures outlined in this Policy; and

- g) initiate and conduct regular reviews of the Respect in the Workplace Policy and provide a written report and recommendations to the Chief Administrative Officer;
- h) take every reasonable precaution given the circumstances to protect the worker if made aware or ought reasonably to be aware that domestic violence would likely expose the worker to physical injury; and
- i) assess the risk of workplace violence that may arise and to report the results of the assessment to the Joint Health & Safety Committee or its representative.
- j) provide information to worker(s), including personal information, related to a risk to workplace violence from a person with a history of violent behaviour if:
 - i. the worker can be expected to encounter that person in the course of his or her work; and
 - ii. the risk of workplace violence is likely to expose the worker to physical injury.

02.06 Employees to:

- a) ensure that their actions and behaviour do not cause embarrassment or humiliation to co-workers;
- b) have the right to refuse to work or do particular work where he or she has reason to believe that workplace violence is likely to endanger himself or herself;
- c) comply with this Policy and take all steps to maintain a harassment and violence free workplace;
- d) report any incident or observations of inappropriate action or behaviour to their Supervisor, Division Head, Director or to the Human Resources Division;
- e) notify his/her supervisor and Human Resources if he/she has a legal court order (e.g. restraining order) against another individual if the employee believes the aggressor may put him/her or other employees at risk of workplace violence; and
- f) cooperate fully in any investigation arising from complaints brought forward under this Policy.

03 Procedures

- 03.01** Any employee who considers that he or she has been subjected to workplace harassment is encouraged to bring the matter to the attention of the individual(s) responsible, advising the person that the behaviour is unwelcome, contrary to the Respect in the Workplace Policy and request that it be stopped.

- 03.02 Employees who believe that they are being harassed or who have tried unsuccessfully to deal directly with the individual(s) responsible for the behaviour or who feel that such an approach is inappropriate, should report the incident(s) using the Harassment Complaint Form (Appendix 1) to their Supervisor, Division Head or Director who will take immediate steps to resolve the problem. Any Supervisor, Division Head or Director should notify the Division Head, Human Resources immediately upon receipt of the complaint.
- 03.03 When attempts to resolve the matter through the above methods are inappropriate or fail, the employee may submit his/her formal complaint (Appendix 1) to the Human Resources Division within a reasonable time from when the incident occurred.
- 03.04 When a complaint has been forwarded directly to Human Resources, the Division Head, Human Resources or designate shall conduct an investigation into the complaint. Such investigation shall include interviews with the complainant(s), the respondent, witnesses to the incident(s) and any other person who may provide relevant information. Allegations of workplace violence will be investigated by Human Resources and if required, a Ministry of Labour Inspector.
- 03.05 The respondent will be given a copy or a synopsis of the complaint as soon as possible, and will be given an opportunity to respond in writing using the Response to Harassment Complaint Form (Appendix 3).
- 03.06 Once the investigation has been completed, a written report summarizing investigation findings will be prepared for the appropriate Director with recommendations for corrective action as appropriate in the circumstances.
- 03.07 Where the results of the investigation support a specific complaint of harassment, appropriate corrective action will be taken and the complainant and respondent will be advised of the findings. Where the results of the investigation do not support allegations of harassment, no further action will be taken and the complainant will be advised as such.
- 03.08 The test for determining if workplace harassment has occurred may be met by assessing if:
- a) the complainant specifically says the conduct is unwelcome; and/or
 - b) the complainant conveys through conduct or body language that the behaviour is unwelcome; and/or
 - c) a reasonable person would have recognized that the behaviour would be unwelcome under the circumstances.
- 03.09 No reprisals will be taken against any party for having invoked his/her rights under this Policy. However, where as a result of an investigation it is determined that a complaint was made maliciously or in bad faith, formal disciplinary action may be taken against the complainant. Documentation regarding disciplinary action will be retained in the employee's personnel file.

- 03.10 The Human Resources Division will undertake follow-up interviews with the complainant as required. All follow-up interviews will be documented and retained in the Human Resources Division.
- 03.11 For employees covered by a collective agreement, a complaint may be filed through their union as a grievance, if not satisfied with the investigation.
- 03.12 When a complaint is made against the Chief Administrative Officer, a Director or a Division Head, or when the Chief Administrative Officer considers it appropriate, the resolution of a complaint under this Policy may be referred to an outside consultant who will conduct a prompt and confidential inquiry into the complaint.
- 03.13 Acts or threats of violence involving a weapon or incidents where the violence is extreme must be reported to the police and management immediately. All instances of workplace violence must be reported using the Workplace Violence Reporting Form (Appendix 2) and will be investigated accordingly.

04 Confidentiality

- 04.01 The City recognizes that allegations of workplace harassment and violence involves sensitive disclosures and respects a complainant's interest in keeping the matter confidential.
- 04.02 All complaints of workplace harassment (including the identities of the complainant, the respondent and any witnesses) will therefore be held in confidence and will be disclosed only to the extent necessary to investigate and resolve the matter. It is the City's expectation that the complainant, the respondent, and any witnesses to the incident(s) will also maintain confidentiality.
- 04.03 All records of complaints, including contents of meetings, interviews, results of investigations, and all other documentation, will be retained by the Human Resources Division.
- 04.04 All information pertaining to the results of the risk of workplace violence that may arise from an assessment will be provided to the Joint Health & Safety Committee or its representative and will be disclosed only to the extent necessary to generate statistics.
- 04.05 All records pertaining to a complaint under this Policy are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, the *Ontario Human Rights Code*, the *Occupational Health & Safety Act* or the rules governing Court proceedings.

05 Application

This Policy is applicable to all City employees, contractors, visitors, clients, patrons, volunteers, elected and appointed officials. It applies to all matters identified occurring in the course of any person's employment or contract of services.

06 Limitations

The City is committed to providing all its employees with a supportive and satisfying work environment. Every employee has the right to make a complaint or to enforce his or her rights under this Policy, without retaliation or the threat of retaliation and in the expectation that complaints of workplace harassment and violence will be successfully resolved by the City without recourse to other avenues.

Notwithstanding the existence of this policy, under the provisions of the *Ontario Human Rights Code* all City employees may at any time pursue their rights independent of this Policy.

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

Appendices

- | | |
|------------|-----------------------------------|
| Appendix 1 | Harassment Complaint Form |
| Appendix 2 | Workplace Violence Reporting Form |
| Appendix 3 | Response to Harassment Complaint |

All complaints of workplace harassment will be held in confidence and will be disclosed only to the extent necessary to investigate and resolve the complaint. It is the City's expectation that the complainant, the person against whom the complaint is made, and any witnesses to the incident(s) will also maintain confidentiality.

Complainant Information (anonymous complaints will not be investigated)

First Name		Last Name	
Date		Position Title	
Department		Division	
Facility		Immediate Non-Union Supervisor	

Subject of Complaint Information

Name of individual you are complaining about	
Position Title	
Department	
Division	
Section	
Date(s) the incident(s) occurred	
Time	
Place the incident occurred	
Date(s) the incident(s) occurred	
Time	
Place the incident occurred	
Nature of the allegation(s)	

Describe the sequence of events and factors leading up to the occurrence. Attach an additional page if necessary.

Describe your reaction.

List any witnesses who observed the conduct, or individuals who may have information about the complaint.

Outline what you have done in response to this problem to date, if anything, including speaking to the person you are complaining about, or raising your concerns with someone else.

I am hereby filing this complaint because I honestly believe that the person noted below is harassing me.

First Name

Last Name

I hereby certify that to the best of my knowledge the above-mentioned information is true, accurate and complete. I understand that making false allegations is in violation of the Respect in the Workplace Policy and could subject me to discipline up to and including termination. I understand that by filing this complaint, an investigation will be initiated.

Signature of Complainant

Date

You may submit this form to your Director, Division Head, Supervisor, or Division Head, Human Resources.

Workplace Violence Reporting Form

This form is to be used in instances where a person has exercised or attempted to exercise **physical force** against an employee that could cause physical injury. You may also use this form when a person makes a statement or exhibits a behaviour that is reasonable enough for a person to interpret as a **threat** to exercise physical force that could cause physical injury.

Complainant

First Name		Last Name	
Date		Position Title	
Department		Division	
Facility		Immediate Non-Union Supervisor	

Incident Details

Name of aggressor (if known)			
Familiarity with aggressor			
Position Title (if applicable)			
Department (if applicable)	Division (if applicable)	Section (if applicable)	
Date(s) the incident(s) occurred		Time	☐ am ☐ pm
Location of incident			
Date(s) the incident(s) occurred		Time	☐ am ☐ pm
Type of Incident	☐ Mail	☐ Email	☐ Voicemail ☐ Telephone
Was the incident reported to the Police?	☐ yes ☐ no		
If yes, please provide Officer name			
If yes, please provide Incident No.			
Extension call received at		Call display number (if applicable)	

Describe the sequence of events and factors leading up to the threat/violence.

What was the nature of the threat/violence? (What was said and done specifically).

List any witnesses who observed the conduct, or individuals who may have information about the complaint.

Provide a physical description if the aggressor's identity is known (height, weight, clothing, hair, ethnicity, etc.).

What was the state of emotion of the aggressor? (check all that apply).

- | | | | |
|-----------------------------------|----------------------------------|--------------------------------------|-------------------------------------|
| ☐ Calm | ☐ Angry | ☐ Crying | ☐ Confused |
| ☐ Shouting | ☐ Anxious | ☐ Intoxicated | ☐ Irrational |

Describe the manner of speech of the aggressor (for telephone threats).

- | | | | |
|---------------------------------|---------------------------------|-------------------------------------|---------------------------------|
| ☐ Fast | ☐ Slow | ☐ Frightened | ☐ Lisp |
| ☐ Vulgar | ☐ Polite | ☐ Stuttering | ☐ Accent |

Any other pertinent details? Please attach an additional page if necessary.

Workplace Violence Reporting Form

I hereby certify that to the best of my knowledge the above-mentioned information is true, accurate and complete.

Signature of Complainant

Date

Signature of Immediate Non-Union Supervisor

Date

☐ original report forwarded to Human Resources

☐ copy to your Supervisor

☐ Customer Care should also be copied when the act of violence is exhibited by a member of the public.
☐ Not a City employee.

Alternate formats available upon request at 905.683.7575.

Response to Harassment Complaint

All complaints of workplace harassment will be held in confidence and will be disclosed only to the extent necessary to investigate and resolve the complaint. It is the City's expectation that the complainant, the person against whom the complaint is made, and any witnesses to the incident(s) will also maintain confidentiality.

Respondent's Information

First Name		Last Name	
Date		Position Title	
Department		Division	
		Section	
Facility		Immediate Non-Union Supervisor (signature)	

Name(s) of Complainant(s)

First Name		Last Name	
Department		Division	
		Section	

Address the Complaint

Include as much information to the complaint as possible, including dates and times. Please respond to each allegation contained in the complaint. Please attach additional pages if necessary. Additional pages attached? ☐ Yes ☐ No

If yes, how many?

Response

Response to Harassment Complaint

List any individuals who may have information about the complaint, or who may have observed the conduct in question.

Respondent's Signature

Date

Alternate formats available upon request at 905.683.7575.



ATTACHMENT# 2 TO REPORT# HR-01-16
2 of 2

1ST SESSION, 41ST LEGISLATURE, ONTARIO
65 ELIZABETH II, 2016

1^{re} SESSION, 41^e LÉGISLATURE, ONTARIO
65 ELIZABETH II, 2016

Bill 132

*(Chapter 2
Statutes of Ontario, 2016)*

**An Act to amend various statutes
with respect to sexual violence,
sexual harassment, domestic violence
and related matters**

The Hon. T. MacCharles
Minister Responsible for Women's Issues

1st Reading	October 27, 2015
2nd Reading	December 9, 2015
3rd Reading	March 8, 2016
Royal Assent	March 8, 2016

Projet de loi 132

*(Chapitre 2
Lois de l'Ontario de 2016)*

**Loi modifiant diverses lois
en ce qui concerne la violence sexuelle,
le harcèlement sexuel, la violence
familiale et des questions connexes**

L'honorable T. MacCharles
Ministre déléguée à la Condition féminine

1 ^{re} lecture	27 octobre 2015
2 ^e lecture	9 décembre 2015
3 ^e lecture	8 mars 2016
Sanction royale	8 mars 2016



EXPLANATORY NOTE

This Explanatory Note was written as a reader's aid to Bill 132 and does not form part of the law. Bill 132 has been enacted as Chapter 2 of the Statutes of Ontario, 2016.

The Bill amends various statutes with respect to sexual violence, sexual harassment, domestic violence and related matters.

SCHEDULE 1 COMPENSATION FOR VICTIMS OF CRIME ACT

Currently, section 6 of the *Compensation for Victims of Crime Act* imposes a limitation period of two years on applications for compensation. The section is amended to remove this limitation period for applications resulting from the commission of a crime of sexual violence or of violence that occurred within a relationship of intimacy or dependency. This applies to applications commenced before the amendments come into force, subject to certain exceptions.

SCHEDULE 2 LIMITATIONS ACT, 2002

The *Limitations Act, 2002* is amended to provide that there is no limitation period in respect of proceedings based on sexual assault or, in specified circumstances, on other misconduct of a sexual nature or on assault. This applies whenever the act that is the subject of the claim took place and regardless of the expiry of any previously applicable limitation period, subject to specified exceptions. Consequential amendments are made throughout the Act.

SCHEDULE 3 MINISTRY OF TRAINING, COLLEGES AND UNIVERSITIES ACT

The *Ministry of Training, Colleges and Universities Act* is amended to impose various obligations on colleges and universities respecting sexual violence involving students.

The amendments require colleges and universities to have sexual violence policies that set out the process that will apply when incidents and complaints of sexual violence are reported, and that address any other matters required under the regulations. Regulations may also require colleges and universities to implement other measures addressing sexual violence involving students. Related regulation-making powers are added.

SCHEDULE 4 OCCUPATIONAL HEALTH AND SAFETY ACT

The *Occupational Health and Safety Act* is amended to include a definition of workplace sexual harassment and to add workplace sexual harassment to the definition of workplace harassment.

Various amendments are made to Part III.0.1 of the Act (Violence and Harassment) including the following:

1. Section 32.0.6 is amended to add additional requirements for programs that implement a workplace harassment policy required under the Act.

NOTE EXPLICATIVE

La note explicative, rédigée à titre de service aux lecteurs du projet de loi 132, ne fait pas partie de la loi. Le projet de loi 132 a été édicté et constitue maintenant le chapitre 2 des Lois de l'Ontario de 2016.

Le projet de loi modifie diverses lois en ce qui concerne la violence sexuelle, le harcèlement sexuel et la violence familiale, ainsi que des questions connexes.

ANNEXE 1 LOI SUR L'INDEMNISATION DES VICTIMES D'ACTES CRIMINELS

L'article 6 de la *Loi sur l'indemnisation des victimes d'actes criminels* prévoit actuellement un délai de prescription de deux ans à l'égard des requêtes en indemnisation. Des modifications apportées à cet article éliminent ce délai en ce qui concerne les requêtes découlant de la perpétration d'un crime de violence sexuelle ou d'un crime de violence survenu au sein d'une relation d'intimité ou de dépendance. Cette mesure s'applique aux requêtes introduites avant l'entrée en vigueur des modifications, sous réserve de certaines exceptions.

ANNEXE 2 LOI DE 2002 SUR LA PRESCRIPTION DES ACTIONS

Des modifications apportées à la *Loi de 2002 sur la prescription des actions* prévoient qu'il n'y a pas de délai de prescription dans le cas d'une instance fondée sur une agression sexuelle ou, dans des circonstances précisées, sur une autre inconduite d'ordre sexuel ou sur des voies de fait. Cette mesure s'applique quel que soit le moment où l'acte visé par la réclamation a eu lieu et sans égard à l'expiration de tout délai de prescription applicable antérieurement, sous réserve d'exceptions précisées. Des modifications corrélatives sont apportées à d'autres dispositions de la Loi.

ANNEXE 3 LOI SUR LE MINISTÈRE DE LA FORMATION ET DES COLLÈGES ET UNIVERSITÉS

La *Loi sur le ministère de la Formation et des Collèges et Universités* est modifiée afin d'imposer diverses obligations aux collèges et universités concernant la violence sexuelle qui met en cause des étudiants.

Les modifications exigent que les collèges et universités disposent de politiques en matière de violence sexuelle qui énoncent la marche à suivre lorsque des incidents et des plaintes de violence sexuelle sont signalés et tiennent compte des autres questions exigées par les règlements. Les règlements peuvent également exiger que les collèges et universités mettent en œuvre d'autres mesures pour répondre à la violence sexuelle mettant en cause des étudiants. Des pouvoirs réglementaires connexes sont ajoutés.

ANNEXE 4 LOI SUR LA SANTÉ ET LA SÉCURITÉ AU TRAVAIL

Les modifications apportées à la *Loi sur la santé et la sécurité au travail* ont pour objet d'y définir l'expression «harcèlement sexuel au travail» et d'ajouter le harcèlement sexuel au travail à la définition de harcèlement au travail.

Diverses modifications sont apportées à la partie III.0.1 de la Loi (Violence et harcèlement), notamment les suivantes :

1. Modification de l'article 32.0.6 pour ajouter des exigences supplémentaires aux programmes de mise en œuvre de la politique concernant le harcèlement au travail exigée par la Loi.

2. The new section 32.0.7 imposes certain duties on employers to protect workers from workplace harassment.

The new section 55.3 allows an inspector to order an employer to cause an investigation of workplace harassment to be conducted by a third-party person.

SCHEDULE 5 PRIVATE CAREER COLLEGES ACT, 2005

The *Private Career Colleges Act, 2005* is amended to impose various obligations on private career colleges respecting sexual violence involving students.

The amendments require private career colleges to have sexual violence policies that set out the process that will apply when incidents and complaints of sexual violence are reported, and that address any other matters required under the regulations. Regulations may also require private career colleges to implement other measures addressing sexual violence involving students. Related regulation-making powers are added.

SCHEDULE 6 RESIDENTIAL TENANCIES ACT, 2006

The Schedule amends the *Residential Tenancies Act, 2006*.

Currently, sections 44 and 47 of the Act allow a tenant to terminate a monthly or yearly tenancy or a tenancy for a fixed term by giving at least 60 days notice and require that the termination be effective on the last day of the monthly or yearly period on which the tenancy is based or on the expiration date of the fixed term.

Under new section 47.1 of the Act, a tenant may terminate a monthly or yearly tenancy or a tenancy for a fixed term before the end of the period or term by giving at least 28 days notice, provided that the tenant or a child residing with the tenant is deemed to have experienced violence or another form of abuse. In the case of a joint tenancy, if a joint tenant or a child residing with the joint tenant is deemed to have experienced violence or another form of abuse, the joint tenant may either give a notice of termination of the tenancy under section 47.1, provided the notice is given jointly with all the other joint tenants, or the joint tenant may give a notice of termination of his or her interest in the tenancy under new section 47.2 of the Act.

Section 47.2 allows the joint tenant to terminate his or her interest in a monthly or yearly tenancy or in a tenancy for a fixed term before the end of the period or term by giving at least 28 days notice. Under subsection 47.2 (2), the joint tenant may give the notice either solely or jointly with some but not all of the other joint tenants. Subsection 47.2 (6) provides that a joint tenant who gave the notice and vacates the rental unit on or before the termination date set out in the notice ceases to be a tenant and a party to the tenancy agreement on the termination date. Under subsection 47.2 (9), the joint tenant or tenants who did not give the notice and any tenant who gave the notice but did not vacate the unit may terminate a yearly tenancy or a tenancy for a fixed term before the end of the period or term by giving at least 60 days notice of termination and, if there is more than one remaining joint tenant, the notice must be given jointly by all of them.

New section 47.3 of the Act sets out the circumstances under which a tenant or a child residing with the tenant is deemed to

2. Nouvel article 32.0.7 imposant aux employeurs certains devoirs pour protéger les travailleurs du harcèlement au travail.

Le nouvel article 55.3 permet à tout inspecteur d'ordonner à un employeur de faire mener par un tiers une enquête portant sur un cas de harcèlement au travail.

ANNEXE 5 LOI DE 2005 SUR LES COLLÈGES PRIVÉS D'ENSEIGNEMENT PROFESSIONNEL

La *Loi de 2005 sur les collèges privés d'enseignement professionnel* est modifiée afin d'imposer diverses obligations aux collèges privés d'enseignement professionnel concernant la violence sexuelle qui met en cause des étudiants.

Les modifications exigent que les collèges privés d'enseignement professionnel disposent de politiques en matière de violence sexuelle qui énoncent la marche à suivre lorsque des incidents et des plaintes de violence sexuelle sont signalés et tiennent compte des autres questions exigées par les règlements. Les règlements peuvent également exiger que les collèges privés d'enseignement professionnel mettent en oeuvre d'autres mesures pour répondre à la violence sexuelle mettant en cause des étudiants. Des pouvoirs réglementaires connexes sont ajoutés.

ANNEXE 6 LOI DE 2006 SUR LA LOCATION À USAGE D'HABITATION

L'annexe modifie la *Loi de 2006 sur la location à usage d'habitation*.

Les articles 44 et 47 de la Loi permettent actuellement à un locataire de résilier une location au mois ou à l'année ou une location à terme fixe en donnant un avis d'au moins 60 jours et exigent que la date de résiliation soit le dernier jour de la période mensuelle ou annuelle visée par la location ou la date d'expiration de la location à terme fixe.

En vertu du nouvel article 47.1 de la Loi, le locataire peut résilier une location au mois, à l'année ou à terme fixe avant l'expiration de la période ou avant le terme en donnant un avis d'au moins 28 jours dans le cas où le locataire ou un enfant qui réside avec lui est réputé avoir fait l'objet de violence ou d'une autre forme de mauvais traitement. Dans le cas d'une location conjointe, si un locataire conjoint ou un enfant qui réside avec lui est réputé avoir fait l'objet de violence ou d'une autre forme de mauvais traitement, le locataire conjoint peut donner un avis de résiliation de la location en vertu de l'article 47.1, à condition que l'avis soit donné conjointement avec tous les autres locataires conjoints, ou il peut donner, en vertu du nouvel article 47.2 de la Loi, un avis visant à mettre fin à son intérêt dans la location.

L'article 47.2 permet au locataire conjoint de mettre fin à son intérêt dans une location au mois, à l'année ou à terme fixe avant l'expiration de la période ou avant le terme en donnant un avis d'au moins 28 jours. En vertu du paragraphe 47.2 (2), le locataire conjoint peut donner l'avis soit à titre individuel ou soit conjointement avec certains des autres locataires conjoints, mais pas tous. Le paragraphe 47.2 (6) prévoit que le locataire conjoint qui a donné l'avis et qui quitte le logement locatif au plus tard à la date précisée dans l'avis comme date à laquelle son intérêt dans la location prend fin cesse à cette date d'être locataire et partie à la convention de location. En vertu du paragraphe 47.2 (9), le locataire conjoint ou les locataires conjoints qui n'ont pas donné l'avis et tout locataire qui a donné l'avis mais qui n'a pas quitté le logement peuvent résilier une location à l'année ou à terme fixe avant l'expiration de la période ou avant le terme en donnant un avis de résiliation d'au moins 60 jours et, s'il y a plus d'un locataire conjoint en cause, l'avis doit être donné conjointement par tous ces derniers.

Le nouvel article 47.3 de la Loi énonce les circonstances dans lesquelles un locataire ou un enfant qui réside avec lui est réputé

have experienced violence or another form of abuse. They include cases where a restraining order relating to the tenant, the child or the rental unit has been made against specified persons (such as a spouse or former spouse of the tenant). They also include cases where the tenant alleges that sexual violence (as defined in subsection 47.3 (2)) or another act or omission mentioned in subsection 47.3 (1) has been committed against the tenant or the child and where the allegation is made in a statement that complies with specified requirements. These acts or omissions include intentional or reckless acts or omissions that caused bodily harm to the tenant or the child and have been committed by specified persons (such as a spouse or former spouse of the tenant) and any other act or omission prescribed under new paragraph 13.0.1 of subsection 241 (1). Under that paragraph, an act or omission may be prescribed with or without a reference to the person who commits the act or omission, and an act or omission that causes emotional or financial harm or the fear of such harm to a person or another person may be prescribed even if it does not cause bodily harm to a person or does not cause a person to fear for his or her own safety or someone else's safety.

A notice under subsection 47.1 (1) or 47.2 (1) must be accompanied by a copy of an order referred to in subsection 47.3 (1) and issued not more than 90 days before the notice is given or must be accompanied by a statement referred to in subsection 47.3 (1). Under new section 47.4 of the Act, a landlord to whom a notice is given under subsection 47.1 (1) or 47.2 (1) must keep confidential and not disclose, except as otherwise provided, the fact that the notice has been given, the notice or accompanying documentation or any information included in the notice or documentation. New clause 233 (d.1) of the Act makes it an offence to knowingly provide false or misleading information in connection with the giving of a notice under subsection 47.1 (1) or 47.2 (1). New clause 234 (b.1) of the Act makes it an offence to contravene the confidentiality obligations set out in section 47.4.

avoir fait l'objet de violence ou d'une autre forme de mauvais traitement. Ces circonstances comprennent les cas où une ordonnance de ne pas faire qui a trait au locataire, à l'enfant ou au logement locatif a été rendue contre des personnes précisées (tel un conjoint ou ancien conjoint du locataire) ainsi que les cas où le locataire allègue que lui ou l'enfant a fait l'objet de violence sexuelle (au sens du paragraphe 47.3 (2)) ou qu'un autre acte ou qu'une autre omission mentionné au paragraphe 47.3 (1) a été commis à son endroit ou à l'endroit de l'enfant et fait l'allégation dans une déclaration conforme aux exigences précisées. Ces autres actes ou omissions comprennent ceux qui ont été commis intentionnellement ou par insouciance par des personnes précisées (tel un conjoint ou un ancien conjoint du locataire) et ont causé des préjudices corporels au locataire ou à l'enfant et ceux prescrits en vertu de la nouvelle disposition 13.0.1 du paragraphe 241 (1). Cette disposition permet de prescrire un acte ou une omission avec ou sans mention de la personne qui les commet et permet également de prescrire un acte ou une omission qui cause des préjudices affectifs ou financiers à une personne ou qui amène une personne à craindre que de tels préjudices lui soient causés ou soient causés à une autre personne même s'il ne cause pas de préjudices corporels à une personne ou n'amène pas une personne à craindre pour sa propre sécurité ou celle d'une autre personne.

L'avis prévu au paragraphe 47.1 (1) ou 47.2 (1) doit être accompagné d'une copie d'une ordonnance visée au paragraphe 47.3 (1) et rendue pas plus de 90 jours avant la date de remise de l'avis ou être accompagné d'une déclaration visée à ce paragraphe. En vertu du nouvel article 47.4 de la Loi, le locateur à qui un avis est donné en vertu du paragraphe 47.1 (1) ou 47.2 (1) doit garder confidentiels le fait que l'avis a été donné, l'avis lui-même et la documentation qui l'accompagne ainsi que tout renseignement compris dans ceux-ci, et ne doit rien en divulguer, sauf disposition contraire. Aux termes du nouvel alinéa 233 d.1) de la Loi, constitue une infraction le fait de fournir sciemment des renseignements faux ou trompeurs relativement à la remise d'un avis en vertu du paragraphe 47.1 (1) ou 47.2 (1). Aux termes du nouvel alinéa 234 b.1) de la Loi, constitue une infraction le fait de contrevenir aux obligations en matière de confidentialité prévues à l'article 47.4.

**An Act to amend various statutes
with respect to sexual violence,
sexual harassment, domestic violence
and related matters**

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Preamble

On March 6, 2015, the Government of Ontario announced “It’s Never Okay: An Action Plan to Stop Sexual Violence and Harassment”. The Government will not tolerate sexual violence, sexual harassment or domestic violence. Protecting all Ontarians from their devastating impact is a top Government priority and is essential for the achievement of a fair and equitable society.

All Ontarians would benefit from living without the threat and experience of sexual violence, sexual harassment, domestic violence and other forms of abuse, and all Ontarians have a role to play in stopping them.

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Contents of this Act

1. This Act consists of this section, sections 2 and 3, and the Schedules to this Act.

Commencement

2. (1) Subject to subsections (2) and (3), this Act comes into force on the day it receives Royal Assent.

**Loi modifiant diverses lois
en ce qui concerne la violence sexuelle,
le harcèlement sexuel, la violence
familiale et des questions connexes**

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Préambule

Le 6 mars 2015, le gouvernement de l’Ontario a fait l’annonce du plan «Ce n’est jamais acceptable : Plan d’action pour mettre fin à la violence et au harcèlement sexuels». Le gouvernement ne tolérera pas la violence sexuelle, le harcèlement sexuel ni la violence familiale. La protection de l’ensemble des Ontariens et Ontariennes contre leurs effets dévastateurs est une priorité de premier plan du gouvernement et est essentielle pour établir une société juste et équitable.

Une vie sans la menace ni l’expérience de la violence sexuelle, du harcèlement sexuel, de la violence familiale et d’autres formes de mauvais traitements bénéficiera à tous les Ontariens et Ontariennes, qui ont tous un rôle à jouer dans l’élimination de ces comportements.

Pour ces motifs, Sa Majesté, sur l’avis et avec le consentement de l’Assemblée législative de la province de l’Ontario, édicte :

Contenu de la présente loi

1. La présente loi est constituée du présent article, des articles 2 et 3 et de ses annexes.

Entrée en vigueur

2. (1) Sous réserve des paragraphes (2) et (3), la présente loi entre en vigueur le jour où elle reçoit la sanction royale.

Same, Schedules

(2) The Schedules to this Act come into force as provided in each Schedule.

Different dates for same Schedule

(3) If a Schedule to this Act or any portion of a Schedule to this Act provides that it is to come into force on a day to be named by proclamation of the Lieutenant Governor, the proclamation may apply to the whole or any portion of the Schedule, and proclamations may be issued at different times as to any portion of the Schedule.

Short title

3. The short title of this Act is the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016.

Idem : annexes

(2) Les annexes de la présente loi entrent en vigueur comme le prévoit chacune d'elles.

Différentes dates pour une même annexe

(3) Si une annexe de la présente loi ou une partie de l'annexe prévoit qu'elle entre en vigueur le jour que le lieutenant-gouverneur fixe par proclamation, la proclamation peut s'appliquer à tout ou partie de l'annexe. En outre, des proclamations peuvent être prises à des dates différentes en ce qui concerne n'importe quelle partie de l'annexe.

Titre abrégé

3. Le titre abrégé de la présente loi est *Loi de 2016 sur le Plan d'action contre la violence et le harcèlement sexuels (en soutien aux survivants et en opposition à la violence et au harcèlement sexuels)*.

**SCHEDULE 1
COMPENSATION FOR VICTIMS OF CRIME ACT**

1. Section 6 of the *Compensation for Victims of Crime Act* is amended by adding the following subsections:

Exceptions

(2) Despite subsection (1), an application resulting from the commission of a crime of sexual violence or of violence that occurred within a relationship of intimacy or dependency may be made at any time, regardless of the expiry of any previously applicable limitation period under that subsection, subject to subsection (3).

Same, commenced applications

(3) Subsection (2) applies to an application commenced before section 1 of Schedule 1 to the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016 came into force, unless,

- (a) the application was dismissed by the Board and no further appeal is available; or
- (b) at the time subsection (1) applied to the application, the Board declined to extend the time to make the application.

Commencement

2. This Schedule comes into force on the day the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016 receives Royal Assent.

**ANNEXE 1
LOI SUR L'INDEMNISATION DES VICTIMES
D'ACTES CRIMINELS**

1. L'article 6 de la *Loi sur l'indemnisation des victimes d'actes criminels* est modifié par adjonction des paragraphes suivants :

Exceptions

(2) Malgré le paragraphe (1), la requête qui découle de la perpétration d'un crime de violence sexuelle ou d'un crime de violence survenu au sein d'une relation d'intimité ou de dépendance peut être présentée à n'importe quel moment, sans égard à l'expiration de tout délai de prescription applicable antérieurement dans le cadre de ce paragraphe, sous réserve du paragraphe (3).

Idem : requêtes introduites

(3) Le paragraphe (2) s'applique à toute requête introduite avant l'entrée en vigueur de l'article 1 de l'annexe 1 de la *Loi de 2016 sur le Plan d'action contre la violence et le harcèlement sexuels (en soutien aux survivants et en opposition à la violence et au harcèlement sexuels)*, sauf si, selon le cas :

- a) la requête a été rejetée par la Commission et il n'y a plus de recours possible;
- b) au moment où le paragraphe (1) s'appliquait à la requête, la Commission a refusé de prolonger le délai prévu pour présenter la requête.

Entrée en vigueur

2. La présente annexe entre en vigueur le jour où la *Loi de 2016 sur le Plan d'action contre la violence et le harcèlement sexuels (en soutien aux survivants et en opposition à la violence et au harcèlement sexuels)* reçoit la sanction royale.

**SCHEDULE 2
LIMITATIONS ACT, 2002**

1. Subsection 7 (4) of the *Limitations Act, 2002* is repealed.

2. Section 10 of the Act is repealed.

3. Subsection 15 (5) of the Act is amended by striking out "Subject to section 10" at the beginning.

4. (1) Clause 16 (1) (h) of the Act is repealed and the following substituted:

- (h) a proceeding based on a sexual assault;
- (h.1) a proceeding based on any other misconduct of a sexual nature if, at the time of the misconduct, the person with the claim was a minor or any of the following applied with respect to the relationship between the person with the claim and the person who committed the misconduct:
 - (i) the other person had charge of the person with the claim,
 - (ii) the other person was in a position of trust or authority in relation to the person with the claim,
 - (iii) the person with the claim was financially, emotionally, physically or otherwise dependent on the other person;
- (h.2) a proceeding based on an assault if, at the time of the assault, the person with the claim was a minor or any of the following applied with respect to the relationship between the person with the claim and the person who committed the assault:
 - (i) they had an intimate relationship,
 - (ii) the person with the claim was financially, emotionally, physically or otherwise dependent on the other person;

(2) Section 16 of the Act is amended by adding the following subsections:

Same

(1.1) Clauses (1) (h), (h.1) and (h.2) apply to a proceeding whenever the act on which the claim is based occurred and regardless of the expiry of any previously applicable limitation period, subject to subsection (1.2).

Same

(1.2) Subsection (1.1) applies to a proceeding that was commenced before the day subsection 4 (2) of Schedule 2 to the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016 came into force, unless the proceeding,

**ANNEXE 2
LOI DE 2002 SUR LA PRESCRIPTION
DES ACTIONS**

1. Le paragraphe 7 (4) de la *Loi de 2002 sur la prescription des actions* est abrogé.

2. L'article 10 de la Loi est abrogé.

3. Le paragraphe 15 (5) de la Loi est modifié par suppression de «Sous réserve de l'article 10,» au début du paragraphe.

4. (1) L'alinéa 16 (1) h) de la Loi est abrogé et remplacé par ce qui suit :

- h) les instances fondées sur une agression sexuelle;
- h.1) les instances fondées sur toute autre inconduite d'ordre sexuel si, au moment où elle a été commise, le titulaire du droit de réclamation était mineur ou l'un ou l'autre des critères suivants s'appliquait à l'égard de la relation entre le titulaire du droit de réclamation et la personne qui a commis l'inconduite :
 - (i) le titulaire du droit de réclamation était confié aux soins de l'autre personne,
 - (ii) l'autre personne se trouvait dans une position de confiance ou d'autorité par rapport au titulaire du droit de réclamation,
 - (iii) le titulaire du droit de réclamation dépendait de l'autre personne financièrement, émotionnellement, physiquement ou autrement;
- h.2) les instances fondées sur des voies de fait si, au moment où elles ont été commises, le titulaire du droit de réclamation était mineur ou l'un ou l'autre des critères suivants s'appliquait à l'égard de la relation entre le titulaire du droit de réclamation et la personne qui a commis les voies de fait :
 - (i) ils avaient une relation intime,
 - (ii) le titulaire du droit de réclamation dépendait de l'autre personne financièrement, émotionnellement, physiquement ou autrement;

(2) L'article 16 de la Loi est modifié par adjonction des paragraphes suivants :

Idem

(1.1) Les alinéas (1) h), h.1) et h.2) s'appliquent à une instance quel que soit le moment où a été commis l'acte sur lequel est fondée la réclamation et sans égard à l'expiration de tout délai de prescription applicable antérieurement, sous réserve du paragraphe (1.2).

Idem

(1.2) Le paragraphe (1.1) s'applique à une instance introduite avant le jour de l'entrée en vigueur du paragraphe 4 (2) de l'annexe 2 de la *Loi de 2016 sur le Plan d'action contre la violence et le harcèlement sexuels (en soutien aux survivants et en opposition à la violence et au harcèlement sexuels)*, sauf si l'instance, selon le cas :

- (a) was dismissed by a court and no further appeal is available; or
- (b) was settled by the parties and the settlement is legally binding.

Same

(1.3) For greater certainty, clauses (1) (h), (h.1) and (h.2) are not limited in any way with respect to the claims that may be made in the proceeding in relation to the applicable act, which may include claims for negligence, for breach of fiduciary or any other duty or for vicarious liability.

5. (1) Subsection 24 (2) of the Act is amended by adding "Subject to subsection (2.1)" at the beginning.

(2) Section 24 of the Act is amended by adding the following subsection:

Exception

(2.1) This section does not apply to a claim in respect of which clause 16 (1) (h), (h.1) or (h.2) applies.

(3) Subsection 24 (7) of the Act is repealed.

Commencement

6. This Schedule comes into force on the day the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016 receives Royal Assent.

- a) a été rejetée par un tribunal et il n'y a plus de recours possible;
- b) a été réglée par les parties et le règlement a force obligatoire.

Idem

(1.3) Il est entendu que l'application des alinéas (1) h), h.1) et h.2) n'est limitée d'aucune façon à l'égard des réclamations qui peuvent être faites dans l'instance relativement à l'acte visé, notamment les réclamations pour négligence, pour manquement à une obligation fiduciaire ou autre ou pour responsabilité du fait d'autrui.

5. (1) Le paragraphe 24 (2) de la Loi est modifié par insertion de «Sous réserve du paragraphe (2.1),» au début du paragraphe.

(2) L'article 24 de la Loi est modifié par adjonction du paragraphe suivant :

Exception

(2.1) Le présent article ne s'applique pas aux réclamations à l'égard desquelles s'applique l'alinéa 16 (1) h), h.1) ou h.2).

(3) Le paragraphe 24 (7) de la Loi est abrogé.

Entrée en vigueur

6. La présente annexe entre en vigueur le jour où la *Loi de 2016 sur le Plan d'action contre la violence et le harcèlement sexuels (en soutien aux survivants et en opposition à la violence et au harcèlement sexuels)* reçoit la sanction royale.

SCHEDULE 3**MINISTRY OF TRAINING, COLLEGES AND UNIVERSITIES ACT**

1. The *Ministry of Training, Colleges and Universities Act* is amended by adding the following section:

Sexual violence**Definition**

17. (1) In this section,

“sexual violence” means any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

Application

(2) This section applies to every college of applied arts and technology and to every university that receives regular and ongoing operating funds from the government for the purposes of post-secondary education.

Sexual violence policy

(3) Every college or university described in subsection (2) shall have a sexual violence policy that,

- (a) addresses sexual violence involving students enrolled at the college or university;
- (b) sets out the process for how the college or university will respond to and address incidents and complaints of sexual violence involving students enrolled at the college or university, and includes the elements specified in the regulations relating to the process;
- (c) addresses any other topics and includes any other elements required by the regulations; and
- (d) otherwise complies with the requirements set out in the regulations.

Student input

(4) A college or university described in subsection (2) shall ensure that student input is considered, in accordance with any regulations, in the development of its sexual violence policy and every time the policy is reviewed or amended.

Review

(5) Every college or university described in subsection (2) shall review its sexual violence policy at least once every three years and amend it as appropriate.

ANNEXE 3**LOI SUR LE MINISTÈRE DE LA FORMATION ET DES COLLÈGES ET UNIVERSITÉS**

1. La *Loi sur le ministère de la Formation et des Collèges et Universités* est modifiée par adjonction de l'article suivant :

Violence sexuelle**Définition**

17. (1) La définition qui suit s'applique au présent article.

«violence sexuelle» S'entend de tout acte sexuel ou de tout acte visant la sexualité, l'identité sexuelle ou l'expression de l'identité sexuelle d'une personne, qu'il soit de nature physique ou psychologique, qui est commis, que l'on menace de commettre ou qui est tenté à l'endroit d'une personne sans son consentement. S'entend notamment de l'agression sexuelle, du harcèlement sexuel, de la traque, de l'outrage à la pudeur, du voyeurisme et de l'exploitation sexuelle.

Champ d'application

(2) Le présent article s'applique à tous les collèges d'arts appliqués et de technologie, ainsi qu'aux universités qui reçoivent des fonds de fonctionnement réguliers et permanents du gouvernement aux fins de l'enseignement postsecondaire.

Politique en matière de violence sexuelle

(3) Tous les collèges ou universités visés au paragraphe (2) doivent disposer d'une politique en matière de violence sexuelle qui :

- a) traite de la violence sexuelle mettant en cause les étudiants qui y sont inscrits;
- b) énonce la marche à suivre établie par le collège ou l'université pour répondre et remédier aux incidents et aux plaintes de violence sexuelle mettant en cause des étudiants qui y sont inscrits et comprend les éléments précisés dans les règlements relativement à la marche à suivre;
- c) traite de tout autre sujet et comprend tout autre élément qu'exigent les règlements;
- d) est conforme aux exigences énoncées dans les règlements.

Observations des étudiants

(4) Les collèges ou universités visés au paragraphe (2) veillent à ce que les observations des étudiants soient prises en compte, conformément aux règlements, au moment de l'élaboration de leur politique en matière de violence sexuelle et à chaque fois que celle-ci est examinée ou modifiée.

Examen

(5) Tous les collèges ou universités visés au paragraphe (2) examinent leur politique en matière de violence sexuelle au moins une fois tous les trois ans et la modifient selon ce qui est approprié.

Implementation of policy and other measures

(6) Every college or university described in subsection (2) shall,

- (a) implement its sexual violence policy in accordance with the regulations; and
- (b) implement any other measure or do any other thing it is required to do under the regulations relating to sexual violence involving students enrolled at the college or university.

Information for Minister

(7) Every college or university described in subsection (2) shall collect from its students and other persons, and provide to the Minister, such data and other information relating to the following as may be requested by the Minister, in the manner and form directed by the Minister:

1. The number of times supports, services and accommodation relating to sexual violence are requested and obtained by students enrolled at the college or university, and information about the supports, services and accommodation.
2. Any initiatives and programs established by the college or university to promote awareness of the supports and services available to students.
3. The number of incidents and complaints of sexual violence reported by students, and information about such incidents and complaints.
4. The implementation and effectiveness of the policy.

Personal information

(8) A college or university shall take reasonable steps to ensure that information provided to the Minister pursuant to subsection (7) does not disclose personal information within the meaning of section 38 of the *Freedom of Information and Protection of Privacy Act*.

Survey

(9) The Minister may conduct, or may direct a college or university described in subsection (2) to conduct or participate in, a survey of students and other persons as identified by the Minister, relating to the effectiveness of the college's or university's sexual violence policy, to the incidence of sexual violence at the college or university and to any other matter mentioned in paragraphs 1 to 4 of subsection (7).

Same

(10) A college or university that is directed by the Minister to conduct a survey described in subsection (9) shall disclose the results of the survey to the Minister.

Regulations

(11) The Lieutenant Governor in Council may make regulations relating to sexual violence involving students enrolled at colleges and universities described in subsection (2), and governing sexual violence policies required

Mise en oeuvre de la politique et autres mesures

(6) Tous les collèges ou universités visés au paragraphe (2) :

- a) mettent en oeuvre leur politique en matière de violence sexuelle conformément aux règlements;
- b) prennent toute autre mesure ou font toute autre chose que leur imposent les règlements relativement à la violence sexuelle mettant en cause des étudiants qui y sont inscrits.

Renseignements destinés au ministre

(7) Tous les collèges ou universités visés au paragraphe (2) recueillent auprès de leurs étudiants et d'autres personnes, et fournissent au ministre, les données et autres renseignements relatifs à ce qui suit, à la demande du ministre, de la manière et sous la forme qu'il ordonne :

1. Le nombre de fois que des étudiants inscrits au collège ou à l'université demandent et obtiennent des services et des mesures de soutien et d'accommodement relativement à la violence sexuelle, et des renseignements sur ces services et ces mesures de soutien et d'accommodement.
2. Les initiatives et les programmes établis par le collège ou l'université pour sensibiliser les étudiants aux services et aux mesures de soutien et d'accommodement qui leur sont offerts.
3. Le nombre d'incidents et de plaintes de violence sexuelle signalés par des étudiants et des renseignements sur ces incidents et ces plaintes.
4. La mise en oeuvre de la politique et son efficacité.

Renseignements personnels

(8) Les collèges et universités prennent des dispositions raisonnables pour veiller à ce que les renseignements fournis au ministre en application du paragraphe (7) ne divulguent pas de renseignements personnels au sens de l'article 38 de la *Loi sur l'accès à l'information et la protection de la vie privée*.

Sondage

(9) Le ministre peut mener, auprès des étudiants et des autres personnes qu'il précise, un sondage relativement à l'efficacité de la politique en matière de violence sexuelle du collège ou de l'université, à la fréquence de la violence sexuelle au collège ou à l'université, ainsi qu'aux autres questions visées aux dispositions 1 à 4 du paragraphe (7), ou ordonner aux collèges ou universités visés au paragraphe (2) de mener un tel sondage ou d'y participer.

Idem

(10) Les collèges ou universités auxquels le ministre ordonne de mener le sondage visé au paragraphe (9) lui divulguent les résultats du sondage.

Règlements

(11) Le lieutenant-gouverneur en conseil peut prendre des règlements relatifs à la violence sexuelle mettant en cause des étudiants inscrits aux collèges et universités visés au paragraphe (2) et régissant les politiques en ma-

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under this section, and without limiting the generality of this power, may make regulations,

- (a) governing processes that shall be followed and persons who shall be consulted in the development and approval of sexual violence policies, and in their review and amendment, and governing how student input shall be provided and considered in such development, review and amendment;
- (b) governing topics that shall be addressed or elements that shall be included in sexual violence policies;
- (c) governing the provision of training to faculty, staff, students and other persons about sexual violence policies;
- (d) respecting the publication of sexual violence policies and the promotion of awareness of the policies;
- (e) requiring that appropriate supports, services and accommodation relating to sexual violence be provided to students affected by sexual violence, and governing such supports, services and accommodation and their provision;
- (f) governing any other matter that the Lieutenant Governor in Council determines is necessary or advisable relating to sexual violence involving students, including,
 - (i) governing all matters relating to sexual violence policies and their implementation, and
 - (ii) governing other measures that colleges and universities shall implement, or other things that colleges and universities shall do, to address sexual violence involving students.

2. (1) Section 17 of the Act, as enacted by section 1, is amended by adding the following subsection:

Annual report to board of governors

(7.1) Every college or university described in subsection (2) shall provide its board of governors with an annual report setting out, in respect of the preceding year, the information described in paragraphs 1, 2, 3 and 4 of subsection (7).

(2) Subsection 17 (8) of the Act, as enacted by section 1, is amended by adding "or to its board of governors pursuant to subsection (7.1)" after "provided to the Minister pursuant to subsection (7)".

Commencement

3. (1) Subject to subsection (2), this Schedule comes into force on January 1, 2017.

Same

(2) Section 2 comes into force on a day to be named by proclamation of the Lieutenant Governor.

Loi sur le ministère de la Formation et des Collèges et Universités

tière de violence sexuelle exigées en application du présent article et notamment :

- a) régir les marches à suivre et les personnes à consulter pour l'élaboration et l'approbation des politiques en matière de violence sexuelle, ainsi que leur examen et leur modification et régir la façon dont les observations des étudiants sont fournies et prises en compte lors de l'élaboration, de l'examen et de la modification en question;
- b) régir les sujets qui doivent être traités ou les éléments qui doivent figurer dans les politiques en matière de violence sexuelle;
- c) régir la prestation d'une formation au corps professoral, aux membres du personnel, aux étudiants et à d'autres personnes au sujet des politiques en matière de violence sexuelle;
- d) traiter de la publication de politiques en matière de violence sexuelle et de la promotion de la sensibilisation aux politiques;
- e) exiger que des services et des mesures de soutien et d'accommodement appropriés relativement à la violence sexuelle soient offerts aux étudiants concernés et régir ces services et mesures ainsi que leur prestation;
- f) régir toute autre question que le lieutenant-gouverneur en conseil estime nécessaire ou souhaitable relativement à la violence sexuelle mettant en cause des étudiants, notamment :
 - (i) régir toutes les questions relatives aux politiques en matière de violence sexuelle et leur mise en oeuvre,
 - (ii) régir les autres mesures que doivent mettre en oeuvre les collèges et universités, ou les autres choses qu'ils doivent faire pour remédier à la violence sexuelle mettant en cause des étudiants.

2. (1) L'article 17 de la Loi, tel qu'il est édicté par l'article 1, est modifié par adjonction du paragraphe suivant :

Rapport annuel adressé au conseil d'administration

(7.1) Tous les collèges ou universités visés au paragraphe (2) fournissent à leur conseil d'administration un rapport annuel comprenant les renseignements visés aux dispositions 1, 2, 3 et 4 du paragraphe (7) à l'égard de l'année précédente.

(2) Le paragraphe 17 (8) de la Loi, tel qu'il est édicté par l'article 1, est modifié par insertion de «ou à leur conseil d'administration en application du paragraphe (7.1)» après «fournis au ministre en application du paragraphe (7)».

Entrée en vigueur

3. (1) Sous réserve du paragraphe (2), la présente annexe entre en vigueur le 1^{er} janvier 2017.

Idem

(2) L'article 2 entre en vigueur le jour que le lieutenant-gouverneur fixe par proclamation.

**SCHEDULE 4
OCCUPATIONAL HEALTH AND SAFETY ACT**

1. (1) The definition of “workplace harassment” in subsection 1 (1) of the *Occupational Health and Safety Act* is repealed and the following substituted:

“workplace harassment” means,

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- (b) workplace sexual harassment; (“harcèlement au travail”)

(2) Subsection 1 (1) of the Act is amended by adding the following definition:

“workplace sexual harassment” means,

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; (“harcèlement sexuel au travail”)

(3) Section 1 of the Act is amended by adding the following subsection:

Workplace harassment

(4) A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

2. (1) Subsection 32.0.6 (1) of the Act is repealed and the following substituted:

Program, harassment

(1) An employer shall, in consultation with the committee or a health and safety representative, if any, develop and maintain a written program to implement the policy with respect to workplace harassment required under clause 32.0.1 (1) (b).

(2) Clauses 32.0.6 (2) (b) and (c) of the Act are repealed and the following substituted:

- (b) include measures and procedures for workers to report incidents of workplace harassment to a person other than the employer or supervisor, if the employer or supervisor is the alleged harasser;

**ANNEXE 4
LOI SUR LA SANTÉ ET LA SÉCURITÉ
AU TRAVAIL**

1. (1) La définition de «harcèlement au travail» au paragraphe 1 (1) de la *Loi sur la santé et la sécurité au travail* est abrogée et remplacé par ce qui suit :

«harcèlement au travail» S’entend :

- a) du fait pour une personne d’adopter une ligne de conduite caractérisée par des remarques ou des gestes vexatoires contre un travailleur dans un lieu de travail lorsqu’elle sait ou devrait raisonnablement savoir que ces remarques ou ces gestes sont importuns;
- b) du harcèlement sexuel au travail. («workplace harassment»)

(2) Le paragraphe 1 (1) de la Loi est modifié par adjonction de la définition suivante :

«harcèlement sexuel au travail» S’entend :

- a) du fait pour une personne d’adopter, pour des raisons fondées sur le sexe, l’orientation sexuelle, l’identité sexuelle ou l’expression de l’identité sexuelle, une ligne de conduite caractérisée par des remarques ou des gestes vexatoires contre un travailleur dans un lieu de travail lorsqu’elle sait ou devrait raisonnablement savoir que ces remarques ou ces gestes sont importuns;
- b) du fait pour une personne de faire des sollicitations ou des avances sexuelles alors qu’elle est en mesure d’accorder au travailleur ou de lui refuser un avantage ou une promotion et qu’elle sait ou devrait raisonnablement savoir que ces sollicitations ou ces avances sont importunes. («workplace sexual harassment»)

(3) L’article 1 de la Loi est modifié par adjonction du paragraphe suivant :

Harcèlement au travail

(4) Les mesures raisonnables prises par l’employeur ou le superviseur dans le cadre de la gestion et de la direction des travailleurs ou du lieu de travail ne constituent pas du harcèlement au travail.

2. (1) Le paragraphe 32.0.6 (1) de la Loi est abrogé et remplacé par ce qui suit :

Programme : harcèlement

(1) L’employeur, en consultation avec le comité ou le délégué à la santé et à la sécurité, le cas échéant, élabore et maintient un programme écrit de mise en oeuvre de la politique concernant le harcèlement au travail exigée à l’alinéa 32.0.1 (1) b).

(2) Les alinéas 32.0.6 (2) b) et c) de la Loi sont abrogés et remplacés par ce qui suit :

- b) inclut les mesures que les travailleurs doivent prendre et les méthodes qu’ils doivent suivre pour signaler les incidents de harcèlement au travail à une autre personne que l’employeur ou le superviseur s’il est le prétendu harceleur;

- (c) set out how incidents or complaints of workplace harassment will be investigated and dealt with;
- (d) set out how information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law;
- (e) set out how a worker who has allegedly experienced workplace harassment and the alleged harasser, if he or she is a worker of the employer, will be informed of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation; and
- (f) include any prescribed elements.

3. Section 32.0.7 of the Act is repealed and the following substituted:

Duties re harassment

32.0.7 (1) To protect a worker from workplace harassment, an employer shall ensure that,

- (a) an investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances;
- (b) the worker who has allegedly experienced workplace harassment and the alleged harasser, if he or she is a worker of the employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation;
- (c) the program developed under section 32.0.6 is reviewed as often as necessary, but at least annually, to ensure that it adequately implements the policy with respect to workplace harassment required under clause 32.0.1 (1) (b); and
- (d) such other duties as may be prescribed are carried out.

Results of investigation not a report

(2) The results of an investigation under clause (1) (a), and any report created in the course of or for the purposes of the investigation, are not a report respecting occupational health and safety for the purposes of subsection 25 (2).

Information and instruction, harassment

32.0.8 An employer shall provide a worker with,

- (a) information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace harassment; and
- (b) any other prescribed information.

- c) énonce la manière dont l'enquête sur les incidents ou les plaintes de harcèlement au travail se déroulera et les mesures qui seront prises pour y faire face;
- d) énonce la manière dont les renseignements obtenus au sujet d'un incident ou une plainte de harcèlement au travail, y compris les renseignements identificatoires au sujet des particuliers impliqués, demeureront confidentiels, sauf si leur divulgation est nécessaire pour enquêter ou prendre des mesures correctives à l'égard de l'incident ou de la plainte, ou encore si elle est exigée par la loi;
- e) énonce la manière dont le travailleur qui aurait fait l'objet de harcèlement au travail et le prétendu harceleur, s'il s'agit d'un travailleur de l'employeur, seront informés des résultats de l'enquête et des mesures correctives qui ont été ou seront prises à l'issue de l'enquête;
- f) inclut les éléments prescrits.

3. L'article 32.0.7 de la Loi est abrogé et remplacé par ce qui suit :

Devoirs concernant le harcèlement

32.0.7 (1) Pour protéger les travailleurs de tout harcèlement au travail, l'employeur doit veiller à ce qui suit :

- a) l'enquête appropriée dans les circonstances est menée sur les incidents et les plaintes de harcèlement au travail;
- b) le travailleur qui aurait fait l'objet de harcèlement au travail et le prétendu harceleur, s'il s'agit d'un travailleur de l'employeur, sont informés par écrit des résultats de l'enquête et des mesures correctives qui ont été ou seront prises à l'issue de l'enquête;
- c) le programme élaboré en application de l'article 32.0.6 est examiné aussi souvent que nécessaire, mais au moins une fois par année, pour qu'il mette adéquatement en oeuvre la politique concernant le harcèlement au travail exigée à l'alinéa 32.0.1 (1) b);
- d) les autres devoirs prescrits sont accomplis.

Résultats d'enquête ne constituant pas des rapports

(2) Les résultats de l'enquête prévue à l'alinéa (1) a) et les rapports créés au cours ou pour les besoins de celle-ci ne constituent pas des rapports concernant la santé et la sécurité au travail pour l'application du paragraphe 25 (2).

Renseignements et directives : harcèlement

32.0.8 L'employeur fournit ce qui suit au travailleur :

- a) des renseignements et des directives adaptés au travailleur sur le contenu de la politique et du programme concernant le harcèlement au travail;
- b) les autres renseignements prescrits.

4. The Act is amended by adding the following section:

Order for workplace harassment investigation

55.3 (1) An inspector may in writing order an employer to cause an investigation described in clause 32.0.7 (1) (a) to be conducted, at the expense of the employer, by an impartial person possessing such knowledge, experience or qualifications as are specified by the inspector and to obtain, at the expense of the employer, a written report by that person.

Report

(2) A report described in subsection (1) is not a report respecting occupational health and safety for the purposes of subsection 25 (2).

Commencement

5. This Schedule comes into force on the later of,

- (a) six months after the day the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016 receives Royal Assent; and
- (b) July 1, 2016.

4. La Loi est modifiée par adjonction de l'article suivant :

Ordre : enquête portant sur le harcèlement au travail

55.3 (1) Un inspecteur peut ordonner par écrit que l'employeur fasse faire, à ses frais, par une personne impartiale possédant les connaissances, l'expérience ou les qualités requises que précise l'inspecteur, l'enquête prévue à l'alinéa 32.0.7 (1) a) et que l'employeur obtienne, à ses frais, le rapport écrit de cette personne.

Rapport

(2) Le rapport prévu au paragraphe (1) ne constitue pas un rapport concernant la santé et la sécurité au travail pour l'application du paragraphe 25 (2).

Entrée en vigueur

5. La présente annexe entre en vigueur le dernier en date des jours suivants :

- a) le jour qui tombe six mois après le jour où la *Loi de 2016 sur le Plan d'action contre la violence et le harcèlement sexuels (en soutien aux survivants et en opposition à la violence et au harcèlement sexuels)* reçoit la sanction royale;
- b) le 1^{er} juillet 2016.

**SCHEDULE 5
PRIVATE CAREER COLLEGES ACT, 2005**

1. The *Private Career Colleges Act, 2005* is amended by adding the following section:

Sexual violence

Definitions

32.1 (1) In this section,

“sexual violence” means any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

Sexual violence policy

(2) It is a condition of every registration that a private career college have a sexual violence policy that,

- (a) specifically and solely addresses sexual violence involving students enrolled at the private career college;
- (b) sets out the process for how the private career college will respond to and address incidents and complaints of sexual violence involving students enrolled at the private career college, and includes the elements specified in the regulations relating to the process;
- (c) addresses any other topics and includes any other elements required by the regulations; and
- (d) otherwise complies with the requirements set out in the regulations.

Complaint procedure

(3) A private career college shall respond to and address incidents and complaints of sexual violence under the process set out in its sexual violence policy, and not under the student complaint procedure established under section 31.

Inclusion in contracts

(4) Every private career college shall include its sexual violence policy in every contract made between the private career college and a student.

Student input

(5) Every private career college shall ensure that student input is considered, in accordance with any regulations, in the development of its sexual violence policy and every time the policy is reviewed or amended.

**ANNEXE 5
LOI DE 2005 SUR LES COLLÈGES PRIVÉS
D'ENSEIGNEMENT PROFESSIONNEL**

1. La *Loi de 2005 sur les collèges privés d'enseignement professionnel* est modifiée par adjonction de l'article suivant :

Violence sexuelle

Définition

32.1 (1) La définition qui suit s'applique au présent article.

«violenxe sexuelle» S'entend de tout acte sexuel ou de tout acte visant la sexualité, l'identité sexuelle ou l'expression de l'identité sexuelle d'une personne, qu'il soit de nature physique ou psychologique, qui est commis, que l'on menace de commettre ou qui est tenté à l'endroit d'une personne sans son consentement. S'entend notamment de l'agression sexuelle, du harcèlement sexuel, de la traque, de l'outrage à la pudeur, du voyeurisme et de l'exploitation sexuelle.

Politique en matière de violence sexuelle

(2) L'inscription est assujettie à la condition que le collège privé d'enseignement professionnel dispose d'une politique en matière de violence sexuelle qui :

- a) traite spécifiquement et uniquement de la violence sexuelle mettant en cause les étudiants qui y sont inscrits;
- b) énonce la marche à suivre établie par le collège privé d'enseignement professionnel pour répondre et remédier aux incidents et aux plaintes de violence sexuelle mettant en cause des étudiants qui y sont inscrits et comprend les éléments précisés dans les règlements relativement à la marche à suivre;
- c) traite de tout autre sujet et comprend tout autre élément qu'exigent les règlements;
- d) est conforme aux exigences énoncées dans les règlements.

Procédure de règlement des plaintes

(3) Le collège privé d'enseignement professionnel répond et remédie aux incidents et aux plaintes de violence sexuelle en appliquant la marche à suivre énoncée dans sa politique en matière de violence sexuelle plutôt que la procédure de règlement des plaintes des étudiants établie en application de l'article 31.

Inclusion dans le contrat

(4) Chaque collège privé d'enseignement professionnel inclut sa politique en matière de violence sexuelle dans le contrat qu'il conclut avec l'étudiant.

Observations des étudiants

(5) Chaque collège privé d'enseignement professionnel veille à ce que les observations des étudiants soient prises en compte, conformément aux règlements, au moment de l'élaboration de sa politique en matière de violence sexuelle et à chaque fois que celle-ci est examinée ou modifiée.

Review

(6) Every private career college shall review its sexual violence policy at least once every three years and amend it as appropriate.

Implementation of policy and other measures

- (7) Every private career college shall,
- (a) implement its sexual violence policy in accordance with the regulations; and
 - (b) implement any other measure or do any other thing it is required to do under the regulations relating to sexual violence involving students enrolled at the private career college.

Information for Superintendent

(8) Every private career college shall collect from its students and other persons, and provide to the Superintendent, such data and other information relating to the following as may be requested by the Superintendent, in the manner and form directed by the Superintendent:

1. The number of times supports, services and accommodation relating to sexual violence are requested and obtained by students enrolled at the private career college, and information about the supports, services and accommodation.
2. Any initiatives and programs established by the private career college to promote awareness of the supports and services available to students.
3. The number of incidents and complaints of sexual violence reported by students, and information about such incidents and complaints.
4. The implementation and effectiveness of the policy.

Personal information

(9) A private career college shall take reasonable steps to ensure that information provided to the Superintendent pursuant to subsection (8) does not disclose personal information within the meaning of section 38 of the *Freedom of Information and Protection of Privacy Act*.

Survey

(10) The Superintendent may conduct, or may direct a private career college to conduct or participate in, a survey of students and other persons as identified by the Superintendent, relating to the effectiveness of the private career college's sexual violence policy, to the incidence of sexual violence at the private career college and to any other matter mentioned in paragraphs 1 to 4 of subsection (8).

Examen

(6) Chaque collège privé d'enseignement professionnel examine sa politique en matière de violence sexuelle au moins une fois tous les trois ans et la modifie selon ce qui est approprié.

Mise en oeuvre de la politique et autres mesures

(7) Chaque collège privé d'enseignement professionnel :

- a) met en oeuvre sa politique en matière de violence sexuelle conformément aux règlements;
- b) prend toute autre mesure ou fait toute autre chose que lui imposent les règlements relativement à la violence sexuelle mettant en cause des étudiants qui y sont inscrits.

Renseignements destinés au surintendant

(8) Chaque collège privé d'enseignement professionnel recueille auprès de ses étudiants et d'autres personnes, et fournit au surintendant, les données et autres renseignements relatifs à ce qui suit, à la demande du surintendant, de la manière et sous la forme qu'il ordonne :

1. Le nombre de fois que des étudiants inscrits au collège privé d'enseignement professionnel demandent et obtiennent des services et des mesures de soutien et d'accommodement relativement à la violence sexuelle, et des renseignements sur ces services et ces mesures de soutien et d'accommodement.
2. Les initiatives et les programmes établis par le collège privé d'enseignement professionnel pour sensibiliser les étudiants aux services et aux mesures de soutien et d'accommodement qui leur sont offerts.
3. Le nombre d'incidents et de plaintes de violence sexuelle signalés par des étudiants et des renseignements sur ces incidents et ces plaintes.
4. La mise en oeuvre de la politique et son efficacité.

Renseignements personnels

(9) Le collège privé d'enseignement professionnel prend des dispositions raisonnables pour veiller à ce que les renseignements fournis au surintendant en application du paragraphe (8) ne divulguent pas de renseignements personnels au sens de l'article 38 de la *Loi sur l'accès à l'information et la protection de la vie privée*.

Sondage

(10) Le surintendant peut mener, auprès des étudiants et des autres personnes qu'il précise, un sondage relativement à l'efficacité de la politique en matière de violence sexuelle du collège privé d'enseignement professionnel, à la fréquence de la violence sexuelle au collège privé d'enseignement professionnel, ainsi qu'aux autres questions visées aux dispositions 1 à 4 du paragraphe (8), ou ordonner à un collège privé d'enseignement professionnel de mener un tel sondage ou d'y participer.

Same

(11) A private career college that is directed by the Superintendent to conduct a survey described in subsection (10) shall disclose the results of the survey to the Superintendent.

2. Section 49 of the Act is amended by adding the following subsection:

Sexual violence

(5.1) The Superintendent may publish data and other information provided under subsection 32.1 (8) or data or information derived from such data or information.

3. Subsection 55 (1) of the Act is amended by adding the following paragraphs:

14.1 relating to sexual violence involving students enrolled at private career colleges, and governing private career colleges' sexual violence policies, and without limiting the generality of this power,

- i. governing processes that shall be followed and persons who shall be consulted in the development and approval of sexual violence policies, and in their review and amendment, and governing how student input shall be provided and considered in such development, review and amendment,
- ii. governing topics that shall be addressed or elements that shall be included in sexual violence policies,
- iii. governing the provision of training to faculty, staff, students and other persons about sexual violence policies,
- iv. respecting the publication of sexual violence policies and the promotion of awareness of the policies,
- v. requiring that appropriate supports, services and accommodation relating to sexual violence be provided to students affected by sexual violence, and governing such supports, services and accommodation and their provision,
- vi. governing any other matter that the Lieutenant Governor in Council determines is necessary or advisable relating to sexual violence involving students, including,
 - A. governing all matters relating to sexual violence policies and their implementation, and
 - B. governing other measures that private career colleges shall implement, or other things that private career colleges shall do, to address sexual violence involving students;

Idem

(11) Le collège privé d'enseignement professionnel auquel le surintendant ordonne de mener le sondage visé au paragraphe (10) lui divulgue les résultats du sondage.

2. L'article 49 de la Loi est modifié par adjonction du paragraphe suivant :

Violence sexuelle

(5.1) Le surintendant peut publier les données et autres renseignements fournis en application du paragraphe 32.1 (8) ou les données ou renseignements provenant de tels données ou renseignements.

3. Le paragraphe 55 (1) de la Loi est modifié par adjonction des dispositions suivantes :

14.1 traiter les questions relatives à la violence sexuelle mettant en cause des étudiants inscrits au collège privé d'enseignement professionnel et régir ses politiques en matière de violence sexuelle, et notamment :

- i. régir les marches à suivre et les personnes à consulter pour l'élaboration et l'approbation des politiques en matière de violence sexuelle, ainsi que leur examen et leur modification et régir la façon dont les observations des étudiants sont fournies et prises en compte lors de l'élaboration, de l'examen et de la modification en question,
- ii. régir les sujets qui doivent être traités ou les éléments qui doivent figurer dans les politiques en matière de violence sexuelle,
- iii. régir la prestation d'une formation au corps professoral, aux membres du personnel, aux étudiants et à d'autres personnes au sujet des politiques en matière de violence sexuelle,
- iv. traiter de la publication de politiques en matière de violence sexuelle et de la promotion de la sensibilisation aux politiques,
- v. exiger que des services et des mesures de soutien et d'accommodement appropriés relativement à la violence sexuelle soient offerts aux étudiants concernés et régir ces services et mesures ainsi que leur prestation,
- vi. régir toute autre question que le lieutenant-gouverneur en conseil estime nécessaire ou souhaitable relativement à la violence sexuelle mettant en cause des étudiants, notamment :
 - A. régir toutes les questions relatives aux politiques en matière de violence sexuelle et leur mise en oeuvre,
 - B. régir les autres mesures que doit mettre en oeuvre le collège privé d'enseignement professionnel, ou les autres choses qu'il doit faire pour remédier à la violence sexuelle mettant en cause des étudiants;

14.2 governing private career colleges' student expulsion policies;

Commencement

4. This Schedule comes into force on January 1, 2017.

14.2 régir les politiques des collèges privés d'enseignement professionnel en matière de renvoi des étudiants;

Entrée en vigueur

4. La présente annexe entre en vigueur le 1^{er} janvier 2017.

**SCHEDULE 6
RESIDENTIAL TENANCIES ACT, 2006**

1. The *Residential Tenancies Act, 2006* is amended by adding the following sections:

NOTICE BY TENANT BEFORE END OF PERIOD OR TERM

Notice to terminate tenancy, before end of period or term

47.1 (1) Despite subsections 44 (2) to (4) and section 47, a tenant may terminate a monthly or yearly tenancy or a tenancy for a fixed term by giving notice of termination to the landlord in accordance with this section if,

- (a) the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse; or
- (b) a child residing with the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse.

Same, joint tenants

- (2) A joint tenant who meets the requirement in clause (1) (a) or (b) may,
 - (a) give a notice of termination of the tenancy under subsection (1), provided the notice is given jointly with all the other joint tenants; or
 - (b) give a notice of termination of his or her interest in the tenancy under subsection 47.2 (1).

Period of notice

(3) A notice under subsection (1) shall be given at least 28 days before the date the termination is specified to be effective.

Form and contents of notice

- (4) A notice under subsection (1) shall,
 - (a) comply with subsection 43 (1); and
 - (b) be accompanied by,
 - (i) a copy of an order described in clause 47.3 (1) (a), (b) or (c) and issued not more than 90 days before the date the notice is given, or
 - (ii) a statement referred to in clause 47.3 (1) (d), (e) or (f).

Entry to show unit to prospective tenants under s. 26 (3)

(5) The landlord to whom a notice is given with respect to a rental unit under subsection (1) may enter the unit in accordance with subsection 26 (3) only after the tenant or all the joint tenants, as applicable, have vacated the unit in accordance with the notice and, for that purpose, clause 26 (3) (c) does not apply.

**ANNEXE 6
LOI DE 2006 SUR LA LOCATION
À USAGE D'HABITATION**

1. La *Loi de 2006 sur la location à usage d'habitation* est modifiée par adjonction des articles suivants :

AVIS DONNÉ PAR LE LOCATAIRE AVANT L'EXPIRATION DE LA PÉRIODE OU AVANT LE TERME

Avis de résiliation de la location donné avant l'expiration de la période ou avant le terme

47.1 (1) Malgré les paragraphes 44 (2) à (4) et l'article 47, le locataire peut résilier une location au mois, à l'année ou à terme fixe en donnant un avis de résiliation au locateur conformément au présent article si, selon le cas :

- a) le locataire est réputé en application du paragraphe 47.3 (1) avoir fait l'objet de violence ou d'une autre forme de mauvais traitement;
- b) un enfant qui réside avec le locataire est réputé en application du paragraphe 47.3 (1) avoir fait l'objet de violence ou d'une autre forme de mauvais traitement.

Idem : locataires conjoints

- (2) Le locataire conjoint qui satisfait à l'exigence énoncée à l'alinéa (1) a) ou b) peut, selon le cas :
 - a) donner un avis de résiliation de la location en vertu du paragraphe (1), à condition que l'avis soit donné conjointement avec tous les autres locataires conjoints;
 - b) donner, en vertu du paragraphe 47.2 (1), un avis visant à mettre fin à son intérêt dans la location.

Préavis

(3) L'avis prévu au paragraphe (1) est donné au moins 28 jours avant la date de résiliation qui y est précisée.

Forme et contenu de l'avis

- (4) L'avis prévu au paragraphe (1) :
 - a) est conforme au paragraphe 43 (1);
 - b) est accompagné :
 - (i) soit d'une copie d'une ordonnance visée à l'alinéa 47.3 (1) a), b) ou c) et rendue pas plus de 90 jours avant la date de remise de l'avis,
 - (ii) soit d'une déclaration visée à l'alinéa 47.3 (1) d), e) ou f).

Entrée pour faire visiter le logement à des locataires éventuels en vertu du par. 26 (3)

(5) Le locateur à qui un avis est donné à l'égard d'un logement locatif en vertu du paragraphe (1) peut entrer dans le logement conformément au paragraphe 26 (3) uniquement après que le locataire ou tous les locataires conjoints, selon ce qui s'applique, ont quitté le logement conformément à l'avis. À cette fin, l'alinéa 26 (3) c) ne s'applique pas.

Notice to terminate interest in joint tenancy

47.2 (1) A joint tenant may terminate his or her interest in a monthly or yearly tenancy or in a tenancy for a fixed term by giving notice of termination to the landlord in accordance with this section if,

- (a) the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse; or
- (b) a child residing with the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse.

Notice given by some of the joint tenants

(2) A joint tenant who meets the requirement in clause (1) (a) or (b) may give a notice under subsection (1),

- (a) either solely; or
- (b) jointly with some but not all of the other joint tenants.

Period of notice

(3) A notice under subsection (1) shall be given at least 28 days before the date the termination is specified to be effective.

Form and contents of notice

- (4) A notice under subsection (1) shall,
 - (a) be in a form approved by the Board;
 - (b) identify the rental unit for which the notice is given;
 - (c) state the date on which the interest in the tenancy is to terminate;
 - (d) be signed by the tenant or tenants giving the notice, or their agent; and
 - (e) be accompanied by,
 - (i) a copy of an order described in clause 47.3 (1) (a), (b) or (c) and issued not more than 90 days before the date the notice is given, or
 - (ii) a statement referred to in clause 47.3 (1) (d), (e) or (f).

Where notice void

(5) A notice given under subsection (1) becomes void with respect to a tenant who gave the notice, if the tenant does not vacate the rental unit on or before the termination date set out in the notice.

Tenant vacating unit in accordance with notice

(6) A tenant who gave notice under subsection (1) and vacates the rental unit on or before the termination date set out in the notice ceases to be a tenant and a party to the tenancy agreement on the termination date, but this subsection does not affect any right or liability of the ten-

Avis visant à mettre fin à un intérêt dans la location conjointe

47.2 (1) Un locataire conjoint peut mettre fin à son intérêt dans une location au mois, à l'année ou à terme fixe en en donnant avis au locateur conformément au présent article si, selon le cas :

- a) le locataire est réputé en application du paragraphe 47.3 (1) avoir fait l'objet de violence ou d'une autre forme de mauvais traitement;
- b) un enfant qui réside avec le locataire est réputé en application du paragraphe 47.3 (1) avoir fait l'objet de violence ou d'une autre forme de mauvais traitement.

Avis donné par certains des locataires conjoints

(2) Le locataire conjoint qui satisfait à l'exigence énoncée à l'alinéa (1) a) ou b) peut donner un avis en vertu du paragraphe (1) :

- a) soit à titre individuel;
- b) soit conjointement avec certains des autres locataires conjoints, mais pas tous.

Préavis

(3) L'avis prévu au paragraphe (1) est donné au moins 28 jours avant la date qui y est précisée comme date à laquelle l'intérêt dans la location prend fin.

Forme et contenu de l'avis

- (4) L'avis prévu au paragraphe (1) :
 - a) est rédigé selon la formule qu'approuve la Commission;
 - b) indique le logement locatif qu'il vise;
 - c) précise la date à laquelle l'intérêt dans la location prend fin;
 - d) est signé par le ou les locataires qui donnent l'avis ou par leur représentant;
 - e) est accompagné :
 - (i) soit d'une copie d'une ordonnance visée à l'alinéa 47.3 (1) a), b) ou c) et rendue pas plus de 90 jours avant la date de remise de l'avis,
 - (ii) soit d'une déclaration visée à l'alinéa 47.3 (1) d), e) ou f).

Nullité de l'avis

(5) L'avis donné en vertu du paragraphe (1) devient nul à l'égard du locataire qui l'a donné, si celui-ci ne quitte pas le logement locatif au plus tard à la date précisée dans l'avis comme date à laquelle son intérêt dans la location prend fin.

Locataire qui quitte le logement conformément à l'avis

(6) Le locataire qui a donné un avis en vertu du paragraphe (1) et qui quitte le logement locatif au plus tard à la date précisée dans l'avis comme date à laquelle son intérêt dans la location prend fin cesse à cette date d'être locataire et partie à la convention de location. Le présent

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ant arising from any breach of obligations that relates to the period before the termination.

Not a notice of termination of tenancy

(7) For greater certainty, a notice under subsection (1) is not a notice of termination of the tenancy for the purposes of this Act, including without limiting the generality of the foregoing, for the purposes of subsections 37 (2) and (3), subsection 46 (1) and clause 77 (1) (b).

Rent deposit

(8) Any rent deposit paid to the landlord or a former landlord in respect of the tenancy shall enure to the benefit of the tenant or tenants who did not give the notice under subsection (1) and any tenant in respect of whom the notice becomes void under subsection (5).

Notice of termination of yearly tenancy or tenancy for fixed term

(9) Despite subsections 44 (3) and (4) and section 47, after a joint tenant has ceased to be a tenant and a party to the tenancy agreement in accordance with subsection (6), any tenant referred to in subsection (8) may terminate a yearly tenancy or a tenancy for a fixed term by giving notice of termination to the landlord in accordance with the following:

1. The notice shall be given at least 60 days before the date the termination is specified to be effective.
2. If there is more than one tenant, notice shall be given jointly by all of them.
3. The notice shall comply with subsection 43 (1).

Application of s. 44 (5)

(10) Subsection 44 (5) applies with necessary modifications with respect to a notice given under subsection (9).

Tenant or child deemed to have experienced violence or another form of abuse

47.3 (1) For the purposes of sections 47.1 and 47.2, a tenant of a rental unit or a child residing with the tenant is deemed to have experienced violence or another form of abuse if,

- (a) an order has been made under subsection 810 (3) of the *Criminal Code* (Canada) against a person mentioned in subsection (4) and the order includes one or more conditions described in subsection 810 (3.2) of that Act relating to the tenant, the child or the rental unit;
- (b) an order has been made under section 46 of the *Family Law Act* against a person mentioned in subsection 46 (2) of that Act and the order includes one or more provisions described in subsection 46 (3) of that Act relating to the tenant, the child or the rental unit;
- (c) an order has been made under section 35 of the *Children's Law Reform Act* against a person mentioned in subsection (4) and the order includes one or more provisions described in subsection 35 (2)

paragraphe n'a toutefois pas pour effet de porter atteinte aux droits ou à la responsabilité du locataire découlant d'un manquement à des obligations qui s'est produit avant que son intérêt dans la location prenne fin.

L'avis ne constitue pas un avis de résiliation de la location

(7) Il est entendu que l'avis prévu au paragraphe (1) n'est pas un avis de résiliation de la location pour l'application de la présente loi, notamment les paragraphes 37 (2) et (3), le paragraphe 46 (1) et l'alinéa 77 (1) b).

Avance de loyer

(8) Toute avance de loyer versée au locateur ou à un ancien locateur à l'égard de la location bénéficie au locataire ou aux locataires qui n'ont pas donné l'avis prévu au paragraphe (1) et à tout locataire à l'égard de qui l'avis devient nul en application du paragraphe (5).

Avis de résiliation d'une location à l'année ou à terme fixe

(9) Malgré les paragraphes 44 (3) et (4) et l'article 47, après qu'un locataire conjoint a cessé d'être locataire et partie à la convention de location conformément au paragraphe (6), tout locataire visé au paragraphe (8) peut résilier une location à l'année ou à terme fixe en donnant un avis de résiliation au locateur conformément aux exigences suivantes :

1. L'avis est donné au moins 60 jours avant la date de résiliation qui y est précisée.
2. S'il y a plus d'un locataire, l'avis est donné conjointement par tous les locataires.
3. L'avis est conforme au paragraphe 43 (1).

Application du par. 44 (5)

(10) Le paragraphe 44 (5) s'applique, avec les adaptations nécessaires, à l'égard de l'avis donné en vertu du paragraphe (9).

Locataire ou enfant réputé avoir fait l'objet de violence ou d'une autre forme de mauvais traitement

47.3 (1) Pour l'application des articles 47.1 et 47.2, le locataire d'un logement locatif ou un enfant qui réside avec lui est réputé avoir fait l'objet de violence ou d'une autre forme de mauvais traitement si, selon le cas :

- a) une ordonnance a été rendue en vertu du paragraphe 810 (3) du *Code criminel* (Canada) contre une personne mentionnée au paragraphe (4) et elle contient une ou plusieurs conditions prévues au paragraphe 810 (3.2) de ce code et ayant trait au locataire, à l'enfant ou au logement locatif;
- b) une ordonnance a été rendue en vertu de l'article 46 de la *Loi sur le droit de la famille* contre une personne mentionnée au paragraphe 46 (2) de cette loi et elle contient une ou plusieurs dispositions prévues au paragraphe 46 (3) de cette loi et ayant trait au locataire, à l'enfant ou au logement locatif;
- c) une ordonnance a été rendue en vertu de l'article 35 de la *Loi portant réforme du droit de l'enfance* contre une personne mentionnée au paragraphe (4) et elle contient une ou plusieurs dispositions pré-

of that Act relating to the tenant, the child or the rental unit;

- (d) the tenant alleges that any of the following acts or omissions has been committed by a person mentioned in subsection (4) against the tenant or the child and the allegation is made in a statement that complies with the requirements in subsection (5):
 - (i) an intentional or reckless act or omission that caused bodily harm to the tenant or the child or damage to property,
 - (ii) an act or omission or threatened act or omission that caused the tenant or the child to fear for his or her own safety or the child's safety,
 - (iii) forced confinement of the tenant or the child, without lawful authority, or
 - (iv) a series of acts which collectively caused the tenant or the child to fear for his or her own safety or the child's safety, including following, contacting, communicating with, observing or recording the tenant or the child;
- (e) the tenant alleges that sexual violence has been committed against the tenant or the child and the allegation is made in a statement that complies with the requirements in subsection (5); or
- (f) the tenant alleges that an act or omission prescribed for the purposes of this clause has been committed against the tenant or the child and the allegation is made in a statement that complies with the requirements in subsection (5).

Definition

(2) In this section,

“sexual violence” means any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

Non-application of subs. (1)

- (3) Subsection (1) does not apply with respect to,
 - (a) an order described in clause (1) (b) that was made against the tenant; or
 - (b) sexual violence or an act or omission referred to in clause (1) (f) that is alleged to have been committed by the tenant.

Persons against whom order or allegation made

(4) The person against whom an order described in clause (1) (a) or (c) was made and the person who is alleged to have committed an act or omission described in clause (1) (d) must be,

vues au paragraphe 35 (2) de cette loi et ayant trait au locataire, à l'enfant ou au logement locatif;

- d) le locataire allègue qu'un ou plusieurs des actes ou omissions suivants ont été commis par une personne mentionnée au paragraphe (4) à son endroit ou à l'endroit de l'enfant et l'allégation est faite dans une déclaration conforme aux exigences énoncées au paragraphe (5) :
 - (i) un acte ou une omission commis intentionnellement ou par insouciance qui a causé des préjudices corporels au locataire ou à l'enfant, ou des dommages matériels,
 - (ii) un acte ou une omission, ou une menace de commettre un acte ou une omission, qui a amené le locataire ou l'enfant à craindre pour sa propre sécurité ou celle de l'enfant,
 - (iii) l'isolement forcé du locataire ou de l'enfant, sans autorisation légitime,
 - (iv) une série d'actes qui, ensemble, ont amené le locataire ou l'enfant à craindre pour sa propre sécurité ou celle de l'enfant, notamment suivre le locataire ou l'enfant, prendre contact ou communiquer avec lui, l'observer ou l'enregistrer;
- e) le locataire allègue que lui ou l'enfant a fait l'objet de violence sexuelle et l'allégation est faite dans une déclaration conforme aux exigences énoncées au paragraphe (5);
- f) le locataire allègue qu'un acte ou une omission prescrit pour l'application du présent alinéa a été commis à son endroit ou à l'endroit de l'enfant et l'allégation est faite dans une déclaration conforme aux exigences énoncées au paragraphe (5).

Définition

(2) La définition qui suit s'applique au présent article.

«violenxe sexuelle» S'entend de tout acte sexuel ou de tout acte visant la sexualité, l'identité sexuelle ou l'expression de l'identité sexuelle d'une personne, qu'il soit de nature physique ou psychologique, qui est commis, que l'on menace de commettre ou qui est tenté à l'endroit d'une personne sans son consentement. S'entend notamment de l'agression sexuelle, du harcèlement sexuel, de la traque, de l'outrage à la pudeur, du voyeurisme et de l'exploitation sexuelle.

Non-application du par. (1)

- (3) Le paragraphe (1) ne s'applique pas à l'égard de ce qui suit :
 - a) une ordonnance visée à l'alinéa (1) b) qui a été rendue contre le locataire;
 - b) la violence sexuelle qui aurait été exercée par le locataire ou un acte ou une omission visé à l'alinéa (1) f) qui aurait été commis par le locataire.

Personnes contre qui l'ordonnance est rendue ou l'allégation faite

(4) La personne contre qui une ordonnance visée à l'alinéa (1) a) ou c) a été rendue et celle qui aurait commis un acte ou une omission visé à l'alinéa (1) d) doivent être, selon le cas :

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- (a) a spouse or former spouse of the tenant;
- (b) a person other than a spouse or former spouse of the tenant, who is living with the tenant in a conjugal relationship outside marriage, or who has lived with the tenant in a conjugal relationship outside marriage for any period of time, whether or not they are living in a conjugal relationship at the time the tenant gives a notice under subsection 47.1 (1) or 47.2 (1);
- (c) a person who is or was in a dating relationship with the tenant; or
- (d) a person who resides in the rental unit and who is related by blood, marriage or adoption to the tenant or to a child who resides with the tenant.

Statement by tenant

(5) A statement referred to in clause (1) (d), (e) or (f) shall comply with the following requirements:

1. The statement shall be in a form approved by the Board.
2. The statement shall identify the rental unit to which it relates.
3. The statement shall include an allegation that one or more of the following has occurred:
 - i. an act or omission described in clause (1) (d) has been committed against the tenant or a child residing with the tenant by a person mentioned in subsection (4),
 - ii. sexual violence, as defined in subsection (2), has been committed against the tenant or a child residing with the tenant, or
 - iii. an act or omission prescribed for the purposes of clause (1) (f) has been committed against the tenant or a child residing with the tenant.
4. The statement need not,
 - i. describe the circumstances of the sexual violence or of the act or omission,
 - ii. specify whether the occurrence is an occurrence of an act or omission referred to in subparagraph 3 i or iii or an occurrence of sexual violence referred to in subparagraph 3 ii,
 - iii. identify the person who is alleged to have committed the sexual violence or the act or omission, either by name or by the person's relationship to the tenant or the child residing with the tenant, or
 - iv. specify whether the sexual violence or the act or omission is alleged to have been committed against the tenant or a child residing with the tenant.
5. The statement shall include an assertion that, as a result of the sexual violence or the act or omission committed against the tenant or the child, the ten-

- a) un conjoint ou ancien conjoint du locataire;
- b) une personne autre qu'un conjoint ou ancien conjoint du locataire, qui vit avec le locataire dans une union conjugale hors du mariage, ou qui a vécu avec lui dans une telle union pendant quelque période que ce soit, peu importe s'ils vivent ou non dans une telle union au moment où le locataire donne l'avis prévu au paragraphe 47.1 (1) ou 47.2 (1);
- c) une personne qui fréquente ou fréquentait le locataire;
- d) une personne qui réside dans le logement locatif et qui est liée par le sang, le mariage ou l'adoption au locataire ou à un enfant qui réside avec lui.

Déclaration du locataire

(5) La déclaration visée à l'alinéa (1) d), e) ou f) est conforme aux exigences suivantes :

1. La déclaration est rédigée selon la formule qu'approuve la Commission.
2. La déclaration indique le logement locatif auquel elle se rapporte.
3. La déclaration comprend une allégation selon laquelle une ou plusieurs des situations suivantes se sont produites :
 - i. un acte ou une omission visé à l'alinéa (1) d) a été commis à l'endroit du locataire ou d'un enfant qui réside avec lui par une personne mentionnée au paragraphe (4),
 - ii. le locataire ou un enfant qui réside avec lui a fait l'objet de violence sexuelle, au sens du paragraphe (2),
 - iii. un acte ou une omission prescrit pour l'application de l'alinéa (1) f) a été commis à l'endroit du locataire ou d'un enfant qui réside avec lui.
4. Il n'est pas nécessaire que la déclaration :
 - i. décrive les circonstances entourant l'acte, l'omission ou la violence sexuelle,
 - ii. précise s'il s'agit d'un acte ou d'une omission visé à la sous-disposition 3 i ou iii ou de violence sexuelle visée à la sous-disposition 3 ii,
 - iii. identifie la personne qui aurait exercé la violence sexuelle ou aurait commis l'acte ou l'omission, soit par son nom ou par la relation entre celle-ci et le locataire ou l'enfant qui réside avec lui,
 - iv. précise si la personne qui aurait fait l'objet de la violence sexuelle ou à l'endroit de qui l'acte ou l'omission aurait été commis est le locataire ou un enfant qui réside avec lui.
5. La déclaration comprend une affirmation selon laquelle, par suite de la violence sexuelle dont le locataire ou l'enfant a fait l'objet ou de l'acte ou de

ant believes that he or she or the child may be at risk of harm or injury, if he or she or the child continues to reside in the rental unit.

6. The statement shall be signed by the tenant.

Board proceedings

(6) In any proceeding under this Act where one of the issues to be determined by the Board is whether a person is deemed under subsection (1) to have experienced violence or another form of abuse, the Board may inquire into and make a determination as to whether the documentation accompanying the notice is genuine and is a copy of an order described in clause (1) (a), (b) or (c) or is a statement referred to in clause (1) (d), (e) or (f), but the Board may not inquire into or make any determination as to the truth of or the belief in the truth of any allegation or assertion referred to in paragraph 3 or 5 of subsection (5).

Confidentiality

47.4 (1) A landlord to whom a notice is given under subsection 47.1 (1) or 47.2 (1) shall keep confidential and shall not, except as provided in subsections (2) to (5), disclose to any person or entity the fact that the notice has been given, the notice or accompanying documentation or any information included in the notice or accompanying documentation.

Disclosure by landlord

(2) Subsection (1) does not prevent the landlord to whom a notice is given under subsection 47.1 (1) or 47.2 (1) from disclosing the fact that the notice has been given, the notice or accompanying documentation or any information included in the notice or accompanying documentation,

- (a) to an employee in the Ministry, an investigator appointed under section 229 or any other representative of the Ministry, in connection with the investigation or prosecution of an alleged offence under this Act;
- (b) to a law enforcement agency, but only upon request made by the law enforcement agency in connection with an investigation;
- (c) to a person who is authorized under the *Law Society Act* to practise law or provide legal services in Ontario and who provides services to the landlord;
- (d) to the Board, an employee in the Board or an official of the Board, for the purposes of any proceeding under this Act where one of the issues to be determined by the Board is whether notice was properly given under subsection 47.1 (1) or 47.2 (1);
- (e) with the consent of the tenant who gave the notice and who meets the requirement in clause 47.1 (1) (a) or (b) or 47.2 (1) (a) or (b);

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l'omission commis à l'endroit du locataire ou de l'enfant, le locataire croit que lui ou l'enfant pourrait être exposé à un préjudice ou à des blessures si lui ou l'enfant continue de résider dans le logement locatif.

6. La déclaration est signée par le locataire.

Instances devant la Commission

(6) Dans toute instance introduite en vertu de la présente loi dans laquelle une des questions dont elle est saisie consiste à déterminer si une personne est réputée en application du paragraphe (1) avoir fait l'objet de violence ou d'une autre forme de mauvais traitement, la Commission peut examiner la question de savoir si la documentation qui accompagne l'avis est authentique et s'il s'agit d'une copie d'une ordonnance visée à l'alinéa (1) a), b) ou c) ou d'une déclaration visée à l'alinéa (1) d), e) ou f), et peut rendre une décision à ce sujet. Toutefois, la Commission ne peut pas examiner la véracité ou la croyance en la véracité de toute allégation ou affirmation visée à la disposition 3 ou 5 du paragraphe (5) ni rendre de décision à ce sujet.

Confidentialité

47.4 (1) Le locateur à qui un avis est donné en vertu du paragraphe 47.1 (1) ou 47.2 (1) garde confidentiels le fait que l'avis a été donné, l'avis lui-même et la documentation qui l'accompagne ainsi que tout renseignement compris dans ceux-ci, et, sous réserve des paragraphes (2) à (5), ne doit rien en divulguer à quelque personne ou entité que ce soit.

Divulguer par le locateur

(2) Le paragraphe (1) n'a pas pour effet d'empêcher le locateur à qui un avis est donné en vertu du paragraphe 47.1 (1) ou 47.2 (1) de divulguer le fait que l'avis a été donné, l'avis lui-même ou la documentation qui l'accompagne ou tout renseignement compris dans ceux-ci :

- a) à une personne employée dans le ministère, un enquêteur nommé en vertu de l'article 229 ou tout autre représentant du ministère, relativement à l'enquête sur une présumée infraction à la présente loi ou à la poursuite d'une telle infraction;
- b) à un organisme chargé de l'exécution de la loi, mais uniquement en réponse à une demande faite par l'organisme relativement à une enquête;
- c) à une personne autorisée sous le régime de la *Loi sur le Barreau* à pratiquer le droit ou à fournir des services juridiques en Ontario et qui fournit des services au locateur;
- d) à la Commission, à une personne employée à la Commission ou à un dirigeant de la Commission, aux fins de toute instance introduite en vertu de la présente loi dans laquelle une des questions dont elle est saisie consiste à déterminer si l'avis a été donné conformément au paragraphe 47.1 (1) ou 47.2 (1);
- e) avec le consentement du locataire qui a donné l'avis et qui satisfait à l'exigence énoncée à l'alinéa 47.1 (1) a) ou b) ou 47.2 (1) a) ou b);

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- (f) to the extent that the information is available to the public; or
- (g) as otherwise required by law.

Disclosure to remaining joint tenants

(3) Subsection (1) does not prevent the landlord to whom a notice is given with respect to a rental unit under subsection 47.2 (1) from disclosing the following information to any tenant referred to subsection 47.2 (8) after the termination date specified in the notice and after the joint tenant or tenants have vacated the rental unit in accordance with the notice:

- (a) the fact that a notice was given under subsection 47.2 (1); and
- (b) the termination date specified in the notice.

Advertising unit for rent

(4) Subsection (1) does not prevent the landlord to whom a notice is given with respect to a rental unit under subsection 47.1 (1) from advertising the rental unit for rent,

- (a) during the notice period, but only if the rental unit is not mentioned in the advertisement and cannot otherwise be identified from the advertisement;
- (b) after the tenant or all the joint tenants, as applicable, have vacated the rental unit in accordance with the notice; or
- (c) if the tenant or joint tenants, as applicable, do not vacate the rental unit in accordance with the notice, after the tenancy has otherwise been terminated.

Disclosure to superintendent, property manager, etc.

(5) Subsection (1) does not prevent the landlord to whom a notice is given with respect to a rental unit under subsection 47.1 (1) or 47.2 (1) from disclosing the fact that the notice has been given, the notice or accompanying documentation or any information included in the notice or accompanying documentation to a superintendent, property manager or any other person who acts on behalf of the landlord with respect to the rental unit, if the person needs to know that fact or requires the notice or accompanying documentation or the information for the purposes of performing the person's duties on behalf of the landlord with respect to the rental unit.

Confidentiality, superintendent, property manager, etc.

(6) Subsections (1) to (4) apply with necessary modifications to a person to whom a landlord discloses, as provided in subsection (5), the fact that notice has been given with respect to a rental unit under subsection 47.1 (1) or 47.2 (1), the notice or accompanying documentation or any information included in the notice or accompanying documentation.

2. Section 233 of the Act is amended by adding the following clause:

- f) dans la mesure où les renseignements sont déjà accessibles au public;
- g) si la loi l'exige par ailleurs.

Divulcation aux locataires conjoints restants

(3) Le paragraphe (1) n'a pas pour effet d'empêcher le locateur à qui un avis est donné à l'égard d'un logement locatif en vertu du paragraphe 47.2 (1) de divulguer les renseignements suivants à tout locataire visé au paragraphe 47.2 (8) après la date précisée dans l'avis comme date à laquelle l'intérêt dans la location prend fin et après que le ou les locataires conjoints ont quitté le logement locatif conformément à l'avis :

- a) le fait qu'un avis a été donné en vertu du paragraphe 47.2 (1);
- b) la date précisée dans l'avis comme date à laquelle l'intérêt dans la location prend fin.

Annonce du logement à louer

(4) Le paragraphe (1) n'a pas pour effet d'empêcher le locateur à qui un avis est donné à l'égard d'un logement locatif en vertu du paragraphe 47.1 (1) d'annoncer le logement locatif à louer :

- a) pendant le délai d'avis, mais uniquement si le logement locatif n'est pas mentionné dans l'annonce et qu'il n'est pas par ailleurs identifiable à partir de l'annonce;
- b) après que le locataire ou tous les locataires conjoints, selon ce qui s'applique, ont quitté le logement locatif conformément à l'avis;
- c) après que la location a par ailleurs été résiliée, dans le cas où le locataire ou les locataires conjoints, selon ce qui s'applique, ne quittent pas le logement locatif conformément à l'avis.

Divulcation au concierge, au gérant ou à une autre personne

(5) Le paragraphe (1) n'a pas pour effet d'empêcher le locateur à qui un avis est donné à l'égard d'un logement locatif en vertu du paragraphe 47.1 (1) ou 47.2 (1) de divulguer le fait que l'avis a été donné, l'avis lui-même ou la documentation qui l'accompagne ou tout renseignement compris dans ceux-ci au concierge, au gérant ou à toute autre personne qui agit pour le compte du locateur en ce qui concerne le logement locatif, si cette personne a besoin de connaître ce fait ou a besoin de l'avis ou de la documentation qui l'accompagne ou du renseignement aux fins d'exercer ses fonctions pour le compte du locateur en ce qui concerne le logement locatif.

Confidentialité : concierge, gérant et autre personne

(6) Les paragraphes (1) à (4) s'appliquent, avec les adaptations nécessaires, à une personne à qui le locateur divulgue, comme le prévoit le paragraphe (5), le fait qu'un avis a été donné à l'égard d'un logement locatif en vertu du paragraphe 47.1 (1) ou 47.2 (1), l'avis lui-même ou la documentation qui l'accompagne ou tout renseignement compris dans ceux-ci.

2. L'article 233 de la Loi est modifié par adjonction de l'alinéa suivant :

(d.1) provides false or misleading information in connection with the giving of a notice under subsection 47.1 (1) or 47.2 (1);

3. Section 234 of the Act is amended by adding the following clause:

(b.1) contravenes subsection 47.4 (1);

4. Subsection 241 (1) of the Act is amended by adding the following paragraph:

13.0.1 prescribing acts or omissions for the purposes of clause 47.3 (1) (f), and for greater certainty,

- i. an act or omission that causes emotional or financial harm or the fear of such harm to a person or another person may be prescribed even if it does not cause bodily harm to a person or does not cause a person to fear for his or her own safety or someone else's safety,
- ii. an act or omission may be prescribed with or without a reference to the person who commits the act or omission, and
- iii. a prescribed act or omission may include a threat or an attempt to commit the act or omission;

Commencement

5. This Schedule comes into force on the later of,

- (a) six months after the day the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016 receives Royal Assent; and
- (b) July 1, 2016.

d.1) fournit des renseignements faux ou trompeurs relativement à la remise d'un avis en vertu du paragraphe 47.1 (1) ou 47.2 (1);

3. L'article 234 de la Loi est modifié par adjonction de l'alinéa suivant :

b.1) contrevient au paragraphe 47.4 (1);

4. Le paragraphe 241 (1) de la Loi est modifié par adjonction de la disposition suivante :

13.0.1 prescrire des actes ou des omissions pour l'application de l'alinéa 47.3 (1) f), et il est entendu que :

- i. un acte ou une omission qui cause des préjudices affectifs ou financiers à une personne ou qui amène une personne à craindre que de tels préjudices lui soient causés ou soient causés à une autre personne peut être prescrit même s'il ne cause pas de préjudices corporels à une personne ou n'amène pas une personne à craindre pour sa propre sécurité ou celle d'une autre personne,
- ii. un acte ou une omission peut être prescrit avec ou sans mention de la personne qui commet l'acte ou l'omission,
- iii. un acte ou une omission prescrit peut comprendre une menace ou une tentative de commettre l'acte ou l'omission.

Entrée en vigueur

5. La présente annexe entre en vigueur le dernier en date des jours suivants :

- a) le jour qui tombe six mois après le jour où la *Loi de 2016 sur le Plan d'action contre la violence et le harcèlement sexuels (en soutien aux survivants et en opposition à la violence et au harcèlement sexuels)* reçoit la sanction royale;
- b) le 1^{er} juillet 2016.

From: Paul Bigioni
Director, Corporate Services & City Solicitor

Subject: Duffin Heights Mixed Use Corridor Land Dispositions
- File: L-4610

Recommendation:

1. That the City-owned lands in the Duffin Heights Development Area fronting on Brock Road south of Dersan Street (as shown on Attachment 1) be declared surplus to the needs of the City.
2. That City staff be directed to take such steps and do such things as are necessary to effectively market and sell the said lands, and that the sale be exempt from the requirements of the City's Acquisition and Disposal of Land Policy so as to permit the more effective marketing thereof.
3. That, prior to entertaining Offers to Purchase, City staff report back to Council to provide information concerning the manner in which staff proposes to market and sell the lands.
4. That the proceeds of sale of the lands be transferred to the City's Operations Center Reserve Fund in accordance with paragraph 17 of Council budget resolution 143/16.
5. That the appropriate City of Pickering officials be authorized to take the necessary actions as indicated in this report.

Executive Summary: The City is the registered owner of the lands shown on Attachment 1 to this Report. These lands have not been identified as suitable for any municipal use. Consequently, staff seek direction from Council to proceed with the sale of the lands to generate revenues which can be applied towards the construction of the City's new Municipal Operations Centre.

Financial Implications: It is anticipated that the proceeds of sale of the lands will substantially reduce the amount of external borrowing required by the City to construct the new Municipal Operations Centre.

Discussion: The lands consist of approximately 5.3 hectares (10.6 acres) fronting on Brock Road south of Dersan Street in the Duffin Heights Development Area. The Official Plan designation of the lands is "Mixed Use Areas – Mixed Corridors". This designation permits office or retail uses and/or multi-storey residential development. The lands have not been identified as suitable for any municipal use.

Subject: Duffin Heights Mixed Use Corridor Land Dispositions

Page 2

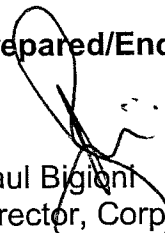
To effectively market the lands, staff propose to use methods similar to those previously employed to sell surplus lands in Duffin Heights. If Council adopts the recommendations in this Report, staff will proceed to develop a marketing plan and to obtain appraisals of the fair market value of the lands. Staff will then report back to Council seeking approval of the proposed marketing plan. It is likely that this will take place in camera, as the marketing plan will contain sensitive commercial information concerning the lands that should not be disclosed until after a sale is concluded.

Staff seek an exemption from the requirements of the City's Acquisition and Disposal of Land Policy to permit the more effective marketing of the lands. For example, the Acquisition and Disposal of Land policy requires advertising in a local publication. While this may be suitable for the sale of small parcels of surplus land, it will not yield a good result when selling valuable development lands. The marketing plan to be brought forward by City staff will propose the advertisement of the lands in publications of broader circulation. These will be much more likely to reach prospective purchasers of development land.

In accordance with Council budget resolution 143/16, staff propose that all proceeds of sale of the lands be transferred to the City's Operations Center Reserve Fund. Staff anticipate that this will substantially reduce the amount of external borrowing required by the City to construct the new Municipal Operations Centre.

Attachments:

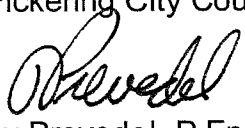
1. Plan showing lands to be sold.
 2. Map of Duffin Heights Development Area.
-

Prepared/Endorsed By:

Paul Bigioni
Director, Corporate Services & City Solicitor

PB:ks

Recommended for the consideration
of Pickering City Council



Tony Prevedel, P.Eng.
Chief Administrative Officer

Sept. 23, 2016

ATTACHMENT# 1 TO REPORT# LEG 06-16
/ .of. /



DERSAN STREET

WILLIAM JACKSON DRIVE

BROCK ROAD

PIN 263831230

PIN 263830802

City of
PICKERING

City Development
Department

Location Map

File: City Owned Lands

Applicant: City of Pickering

Property Description: Part of Lot 19, Concession 3, Part 40 Plan

40R-6934 and Pasts 2-5, 40R-26764

Date: Sep. 23, 2016

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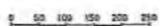
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SCALE: 1:3,000

THIS IS NOT A PLAN OF SURVEY.

PN-15



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DATE: JANUARY 2015	DRAWN BY: D.H./A.B.	PROJECT No. 06456
	DESIGNED BY:	
	CHECKED BY: S.H.	DRAWING No. Fig.1
	SCALE: N.T.S	

Fig.1