



## Committee of the Whole Revised Agenda

Monday, April 8, 2024, 7:00 p.m.

Council Chambers

Whitby Town Hall

This meeting will be available for viewing through the Town's **live stream feed** while the meeting is in progress. Please visit [whitby.ca/CouncilCalendar](https://whitby.ca/CouncilCalendar) for more information about the live stream and archived videos.

This meeting will be held in a hybrid in-person and virtual format. In accordance with Section 7 of Procedure By-law # 7462-18, Members of Council may choose to attend in-person or participate virtually.

Should you wish to provide comments regarding a matter being considered below, please submit written correspondence and/or a Delegation Request Form.

- **To submit written correspondence**, please email your correspondence to the Office of the Town Clerk at [clerk@whitby.ca](mailto:clerk@whitby.ca) by noon on the day of the meeting. Correspondence must include your full name, address, and the item on the agenda that your correspondence is related to.
- **To speak during the Committee meeting either in-person or virtually**, please submit a Delegation Request Form online to the Office of the Town Clerk by 10 a.m. on the day of the meeting. Should you be unable to access a computer, please call 905.430.4315 to speak with a Staff Member in the Office of the Town Clerk.

A Revised Agenda may be published on a later date. Late items added or a change to an item will appear with an asterisk beside them.

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1. **Call To Order: The Mayor**
  2. **Call of the Roll: The Clerk**
  3. **Declarations of Conflict of Interest**
  4. **Consent Agenda**
  5. **Planning and Development**
    - 5.1 Presentations
    - 5.2 Delegations

- \*5.2.1 Carolyne McNabney, Resident (In-Person Attendance)  
Re: PDP 15-24, Planning and Development (Planning Services) Department Report  
Official Plan Amendment and Zoning By-law Amendment Applications, Devon Downs Developments Ltd., 2002 Rossland Road East, File Numbers: DEV-21-18 (OPA-2018-W/06, Z-33-18)

**Refer to Item 5.4.2, PDP 15-24**

- \*5.2.2 Carol Espie, Resident (In-Person Attendance)  
Re: PDP 15-24, Planning and Development (Planning Services) Department Report  
Official Plan Amendment and Zoning By-law Amendment Applications, Devon Downs Developments Ltd., 2002 Rossland Road East, File Numbers: DEV-21-18 (OPA-2018-W/06, Z-33-18)

**Refer to Item 5.4.2, PDP 15-24**

- \*5.2.3 Lisa Klets, representing Devon Downs Developments Ltd. (In-Person Attendance)  
Re: PDP 15-24, Planning and Development (Planning Services) Department Report  
Official Plan Amendment and Zoning By-law Amendment Applications, Devon Downs Developments Ltd., 2002 Rossland Road East, File Numbers: DEV-21-18 (OPA-2018-W/06, Z-33-18)

**Refer to Item 5.4.2, PDP 15-24**

5.3 Correspondence

5.4 Staff Reports

- 5.4.1 PDP 14-24, Planning and Development (Planning Services) Department Report  
Re: Draft Plan of Condominium Application, 3425 Coronation Developments Limited, Northeast Corner of Coronation Road and Twin Streams Road, File Number: DEV-29-23 (CW-2023-05)

Recommendation:

1. That Council approve the Draft Plan of Condominium (File No. CW-2023-05) subject to the comments included in Planning Report PDP 14-24 and the Conditions of Approval, included in Attachment #4;
2. That the Mayor and Clerk be authorized to execute the Condominium Agreement and any other necessary documents; and,
3. That the Clerk advise the Commissioner of Planning and Economic Development at the Region of Durham, of Council's decision.

- \*5.4.2 PDP 15-24, Planning and Development (Planning Services) Department Report  
Re: Official Plan Amendment and Zoning By-law Amendment Applications, Devon Downs Developments Ltd., 2002 Rossland Road East, File Numbers: DEV-21-18 (OPA-2018-W/06, Z-33-18)

Recommendation:

1. That Council approve Official Plan Amendment Number #135 to the Whitby Official Plan (File No.: OPA- 2018-W/06), as shown on Attachment #6, and that a By-law to adopt Official Plan Amendment Number #135 be brought forward for consideration by Council;
2. That the Clerk forward a copy of the Planning Report PDP 15-24, two (2) copies of the adopted Amendment, and a copy of the by-law to adopt Amendment Number # 135 to the Whitby Official Plan, to the Region of Durham's Commissioner of Planning and Economic Development;
3. That Council approve the amendment to Zoning By-law # 1784, (File No.: Z-33-18), as outlined in Planning Report No. PDP 15-24 and that a by-law to amend Zoning By-law # 1784 be brought forward for consideration by Council; and,
4. That the Clerk forward a Notice to those parties and agencies who requested to be notified of Council's decision, including the Region of Durham's Commissioner of Planning and Economic Development.

5.5 New and Unfinished Business - Planning and Development

**6. General Government**

6.1 Presentations

- 6.1.1 Diandra Persaud, Chair, Downtown Whitby Business Improvement Area Board of Management, and Kim Copetti, Accountant, Downtown Whitby Business Improvement Area (In-Person Attendance)  
Re: FS 13-24 , Financial Services Department and Office of the Chief Administrative Officer Joint Report  
Downtown Whitby Business Improvement Area (BIA) 2024 Budget and 2023 Reporting

**Refer to Item 6.4.1, FS 13-24**

6.2 Delegations

6.3 Correspondence

6.4 Staff Reports

- 6.4.1 FS 13-24, Financial Services Department and Office of the Chief Administrative Officer Joint Report  
Re: Downtown Whitby Business Improvement Area (BIA) 2024 Budget and 2023 Reporting

Recommendation:

1. That the Downtown Whitby Business Improvement Area Board of Management's proposed 2024 Beautification Report and the 2023 Annual Report, (Attachments 2 and 3 of Report FS 13-24), be received; and,
2. That the Downtown Whitby Business Improvement Area Board of Management's proposed 2024 Budget, (as outlined in Attachment 1 of Report FS 13-24), inclusive of a \$220,500 special tax levy for businesses within the Downtown Whitby Business Improvement Area, be approved.

- \*6.4.2 FS 07-24, Financial Services Department Report  
Re: Amendment to ONE JIB Agreement and Approval of ONE JIB Records Retention By-law

Recommendation:

1. That a by-law, (as shown in Attachment 1 to Report FS 07-24), in support of the Town of Whitby's involvement in the Prudent Investment offering of the ONE Joint Investment Board ("ONE JIB") be brought forward to a future Council meeting, which:
  - a. Approves an amended ONE JIB Agreement, including a revised Terms of Reference to increase the maximum number of ONE JIB members from 10 to 12;
  - b. Approves the ONE JIB Records Retention By-law and the delegation to ONE JIB's Secretary of the necessary powers and duties to deal with the records of ONE JIB; and,
  - c. Approves changes to the amendment provisions of the ONE JIB Agreement.

- 6.4.3 FS 12-24, Financial Services Department Report  
Re: 2024 Property Tax Rates and Final Billing Due Dates

Recommendation:

1. That the 2024 property tax rates for the General Municipal Town Levies, shown in Attachment A of Report FS 12-24, be approved;
2. That the special tax levy and tax rates for the year 2024 for the properties located within the Downtown Whitby Business Improvement Area (BIA), shown in Attachment B of Report FS 12-24, be approved;
3. That the final property tax bill due dates all property tax classes be June 24, 2024 and September 24, 2024;
4. That prior to the issuance of the final tax bills, the Treasurer be authorized to adjust the due dates and notify Council at the earliest opportunity; and,
5. That a by-law for the General Municipal Town Levies and a separate by-law for the Special Tax Levy in support of the Downtown Whitby BIA, to set the due dates and levy rates for 2024 in accordance with the approved budgets and regulations, be brought forward at a future Council meeting.

6.4.4 CAO 08-24, Office of the Chief Administrative Officer Report  
Re: Durham Region Farmer's Market Association 2024 - 2027 Lease Agreement

Recommendation:

1. That Report CAO 08-24 be received for information;
2. That staff be authorized to prepare a Lease Agreement between the Durham Region Farmers' Market Association and the Town of Whitby, in accordance with the recommendations contained in Report CAO 08-24 for the use of Parking Lot 9 in Brooklin and Celebration Square at the Whitby Public Library effective May 1, 2024, to April 30, 2027; and,
3. That the Mayor and Clerk be authorized to execute the Lease Agreement upon terms substantially in accordance with Attachment 1 of the Report and in a form satisfactory to the Commissioner of Legal and Enforcement Services/Town Solicitor or designate.

6.4.5 FES 01-24, Fire and Emergency Services Department Report  
Re: Durham College Partnership – Whitby Fire and Emergency Services Inclusivity Excellence Scholarship Award

Recommendation:

1. That Whitby Fire & Emergency Services (WFES) partners with Durham College via the Inclusive Excellence Scholarship Award in exchange for fleet usage in the Fire Pre-service Program for a period of three (3) years, with Durham College's option to renew for an additional three (3) years;
2. That Durham College solely funds two (2) Inclusive Excellence Scholarships valued at approximately \$7,500 per recipient/student for a total cost of \$15,000 annually, for the term of the lease, as consideration for the annual lease payments to the Town;
3. Scholarship recipients will be comprised of racialized and/or economically challenged high school students from the Town of Whitby, who have been accepted into either the Fire Fighter Pre-Service Education and Training or the Fire Prevention and Technology programs;
4. WFES continues to provide Durham College access to a 2009 Seagrave Marauder II Pumper for use in the Pre-service Firefighter Education and Training program, as required throughout the curriculum;
5. That the Mayor and Clerk be authorized to execute the lease agreement upon terms substantially in accordance with Report FES 01-24, and in a form satisfactory to the Commissioner of Legal and Enforcement Services/Town Solicitor, or designate;
6. WFES services and communicates the maintenance schedule for the 2009 Seagrave Marauder II Pumper, ensuring the apparatus is available and transported to the appropriate service destination; and,
7. Through newly created public education programming for high school students and signage at Fire Headquarters, WFES promotes the strategic alliance and scholarship with Durham College.

\*6.4.6 CMS 04-24, Community Services Department Report  
Re: Commemorative Tree and Bench Policy Update

Recommendation:

1. That Council approve the proposed amendments to the Commemorative Tree and Bench Policy, Policy Number MS 260, Attachment 2 of Report CMS 04-24;
2. That Council approve the proposed 2024 fee structure for the updated Tree and Bench Commemorative Program, as shown in Attachment 5 of Report CMS 04-24;
3. That the Fees and Charges By-law be updated to reflect the minimum donation amounts listed in Attachment 5 of Report CMS 04-24; and,
4. That Staff be directed to investigate the installation of a commemorative dedication feature at the waterfront and report back to Council in Q4 2024.

\*6.4.7 CMS 05-24, Community Services Department and Legal and Enforcement Services Department Joint Report  
Re: Department of Fisheries and Oceans Canada ("DFO") request to utilize Town lands to facilitate Harbour Remediation

Recommendation:

1. That Report CMS 05-24 be received as information;
2. That Council grant approval to The Department of Fisheries and Oceans Canada ("DFO") for use of a portion of Gordon Fields adjacent to the Gordon Street Boat Ramp between July 15, 2024 and October 31, 2026 in exchange for in kind remediation (clean up) of Town owned water lots as identified in attachments #1 and #2;
3. That Council grant approval to DFO for use of a portion of the Gordon Street Boat Ramp parking lot between July 15, 2024 and October 31, 2026 in order to facilitate dredging contractor vehicle parking;
4. That Council grant approval for DFO to access Town lands adjacent to Promenade Lake Park to allow loading/unloading of barges from the Federally owned portions of the promenade and pier as identified in attachment #3; and,
5. That Staff be delegated authority to execute any agreement(s) which may be required to carry out the above recommendations in a form satisfactory to the Commissioner of Community Services and the Commissioner of Legal and Enforcement Service/Town Solicitor, or their designate.

6.5 New and Unfinished Business - General Government

## 7. Adjournment

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)

**Report Title: DEV-29-23: Draft Plan Condominium Application CW-2023-05, 3425 Coronation Developments Limited, Northeast Corner of Coronation Road and Twin Streams Road**

**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** PDP 14-24

**Department(s) Responsible**

Planning and Development Department  
(Planning Services)

**Submitted by:**

R. Saunders, Commissioner of Planning  
and Development

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

L. England, Planner I, x. 2822

### 1. Recommendation:

1. That Council approve the Draft Plan of Condominium (File No. CW-2023-05) subject to the comments included in Planning Report PDP 14-24 and the Conditions of Approval, included in Attachment #4;
2. That the Mayor and Clerk be authorized to execute the Condominium Agreement and any other necessary documents; and,
3. That the Clerk advise the Commissioner of Planning and Economic Development at the Region of Durham, of Council's decision.

### 2. Highlights:

- A Condominium Application has been submitted by 3425 Coronation Developments Limited for the land located at the northeast corner of Coronation Road and Twin Streams Road.
- The Draft Plan of Condominium is required to enable the transfer of title to the future property owners and create a Condominium Corporation to adhere to the conditions of Site Plan Approval (SP-12-22) and the Subdivision Agreement (SW-2017-06).

- All commenting departments and external agencies have indicated support for the proposed development, subject to their comments and requested conditions being addressed.

### **3. Background:**

#### **3.1 Site and Area**

The subject land is located at the northeast corner of Coronation Road and Twin Streams Road (refer to Attachment #1). The subject land is approximately 1.15 hectares (2.84 acres) in size.

Surrounding land uses to the Draft Plan of Condominium, include open space/environmentally sensitive lands to the east, and existing and future residential uses to the north, west, and south (refer to Attachment #2).

#### **3.2 Application and Proposed Development**

A Condominium Application (CW-2023-05) was submitted for sixty-two (62) townhouse dwelling units on common element condominium roads (refer to Attachment #3). Fifty-six (56) of the townhouse dwelling units are residential, and six (6) of the townhouse dwelling units are live/work residential with commercial space at grade.

### **4. Discussion:**

#### **Planning Conformity**

The Subject Land has previously been considered through a number of planning applications, specifically a Site Plan Application (SP-12-22), and a Subdivision Application (SW-2017-06). These applications were circulated to the appropriate internal departments and external agencies and all comments and concerns have since been addressed through the relevant Subdivision and Site Plan Agreements.

The proposed development conforms to the Region of Durham Official Plan, the Town of Whitby Official Plan and Zoning By-law # 1784, as amended.

Therefore, it is recommended that the proposed Draft Plan of Condominium be approved, subject to the comments included in this report and the Conditions of Draft Plan of Condominium Approval included in Attachment #4.

### **5. Financial Considerations:**

Not Applicable.

**6. Communication and Public Engagement:**

Not Applicable.

**7. Input from Departments/Sources:**

**External Agencies**

**Region of Durham**

Comments provided by the Region of Durham include:

- In February 2023, the Region issued final clearance for the related subdivision application. Our concerns with regards to conformity with the Regional Official Plan, Provincial Plans and Policies, the Region's delegated Provincial Plan Review responsibilities which included environmental concerns, site contamination, and archaeology were addressed through the subdivision approval process.
- The proposed infill condominium development contributes to providing a full range of housing options for the residents of Durham Region of all ages and abilities and supports compact built form to optimize existing services. The proposed condominium application conforms with the new ROP.
- Any noise control recommendation from the Noise Impact Study must be included in the related Condominium Agreement to the satisfaction of the Region of Durham.
- Servicing to the subject lands has been approved and constructed through the related Site Plan Application (SP-12-22).

**Durham Region Transit**

The Region has reviewed the condominium proposal from a transit perspective and we offer the following comments:

- The Plan must protect for a bus stop on the east side of Coronation Street, north of Twin Streams Road, in front of Part 29 and 30;
- The Plan must protect for a bus stop on the north side of Twin Streams Road, east of Coronation Street, in front of Part 24; and
- The protected space should adhere to the S-12 drawing.

The Region has no objection to the draft approval of this condominium application. The attached conditions of draft approval must be complied with prior to clearance by the Region for registration of this plan.

The Owner must also provide a land use table prepared by an Ontario Land Surveyor to the Region's satisfaction. The land use table must provide lot area calculations for the proposed land use(s) allocated within the draft plan of condominium.

**8. Strategic Priorities:**

The development review process has provided opportunity for agency input. The recommendations contained in this report align with the priorities of the Community Strategic Plan, specifically Section 1.3.4 under Pillar 1: Whitby's Neighbourhoods by providing a variety of housing options.

This report is in a fully accessible format, which addresses the Town's strategic priority of accessibility.

The proposed mixed-use development increases the density on the subject land which provides a better use of existing infrastructure, which implements the Town's strategic priority of sustainability.

**9. Attachments:**

Attachment #1: Location Sketch

Attachment #2: Aerial Context Map

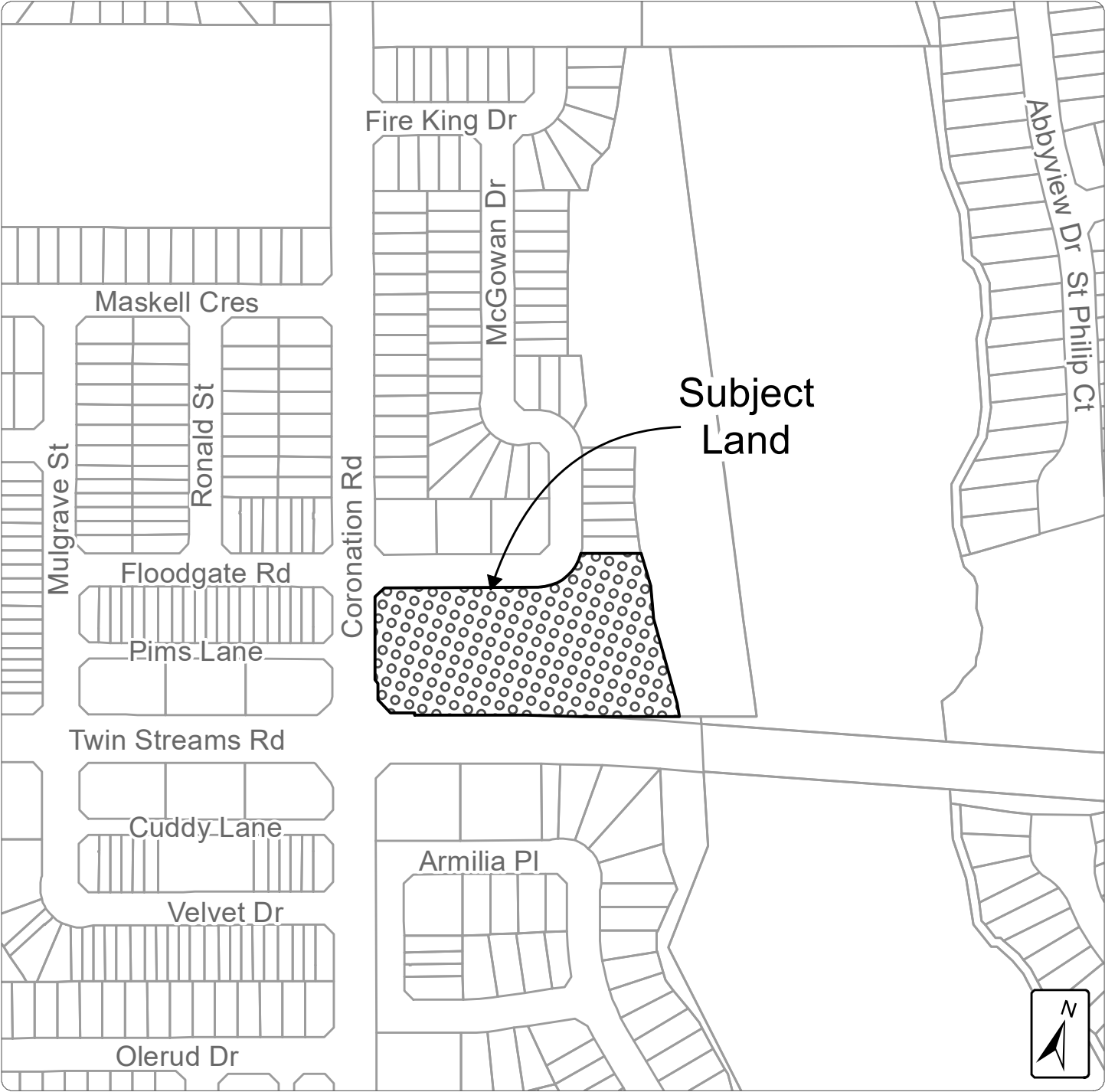
Attachment #3: Proponents Proposed Common Element Condominium Plan

Attachment #4: Conditions of Draft Plan of Condominium Approval

Attachment #5: Agency and Stakeholder Detailed Comments

Attachment #1  
Location Sketch

PDP 14-24



Town of Whitby Planning and Development Department

Proponent:

3425 Coronation Developments Limited

File Number:

DEV-29-23 (CW-2023-05)

Date:

April 2024

External Data Sources:

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# Attachment #2 Aerial Context Map

PDP 14-24



## Town of Whitby Planning and Development Department

Proponent:  
3425 Coronation Developments Limited

File Number:  
DEV-29-23 (CW-2023-05)

Date:  
April 2024

External Data Sources:  
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## Attachment #4

### Draft Plan of Condominium Conditions

### File CW-2023-05

1. The Proponent shall prepare the final plan on the basis of the approved draft plan of common element condominium, prepared by J. D. Barnes Ltd., identified as Reference No.: 23-25-167-00, dated July 25, 2023, which illustrates common facilities and services including laneway, curbs/sidewalks, streetlights, sanitary/storm sewers, watermain and facilities, landscaping, utilities, snow removal, visitor parking, water meter building, and community mailboxes.
2. The Proponent shall agree in the Town of Whitby's Condominium Agreement to implement the noise recommendations from the "Noise Impact Study," prepared by J. E. Coulter Associates Ltd., dated August 2, 2023, which specifies noise attenuation measures for the development. These measures shall be included in the Condominium Agreement and must also contain a full and complete reference to the noise report (i.e. author, title, date, and any revisions/addenda) and shall include warning clauses identified in the study.
3. The Proponent shall provide the Town with the fees and legal costs incurred for the preparation and registration of the Condominium Agreement including the Release Fee in the amount of \$3,752.97.
4. The Proponent covenants and agrees to implement the provisions of Site Plan Agreement (SP-12-22) and to confirm the same through the Condominium Agreement.
5. Any requirements under the Subdivision Agreement (SW-2017-06) between 3425 Coronation Developments Limited and the Corporation of the Town of Whitby are to be satisfied where applicable to this site.
6. Prior to final approval, the proponent shall provide the Commissioner of Planning and Development for the Town of Whitby with a copy of the Condominium Corporation documents, demonstrating that all relevant Site Plan conditions of approval have been included in said documents. This shall include all clauses in all offers of purchase and sale or lease and registered upon the title of the dwellings within the block, to advise potential purchasers of the following:
  - a. The proponent covenants and agrees to implement the provisions of the Site Plan Agreement (SP-12-22) and Subdivision Agreement (SW-2017-06) and to confirm the same through the Condominium Agreement;
  - b. The maintenance of all common elements such as, but not limited to, the internal roads, water meter room, hydro transformer, internal sidewalks, lighting, fencing, landscaping, driveway, and visitor parking area;

- c. The collection and disposal of residual garbage, recycling, yard waste and organic materials shall be the responsibility of the Condominium Corporation;
  - d. The allocation of visitor/accessible parking spaces of the condominium are to be owned and maintained by the Condominium Corporation, shall contain a clause in the condominium documents clearly specifying that the visitor/accessible parking spaces shall be properly signed and be solely for the use of visitors to the proposed condominium; and
  - e. Any changes or alterations to the building elevations, roof shingles, colours or materials require the approval of the condominium board.
- 7. That the proponent is required to provide a permanent pedestrian access easement in support of the Town's community goals of walkable neighbourhoods, in favour of the Town to allow pedestrians free access through the condominium corporation on Part 1 and 2 on Plan 40R-32486. Part 1 being the private driveway, and Part 2 being a pathway to the adjacent open space.
- 8. Prior to final approval of the plan of condominium, the Commissioner of Planning and Development for the Town of Whitby shall be advised in writing by:
  - a. The Regional Municipality of Durham how conditions 1 and 2 have been satisfied.

PDP 14-24

**Attachment #5**  
**Agency & Stakeholder Detailed Comments**  
**File CW-2023-05**

## **External Agencies**

### **Region of Durham**

We have completed our review of the above-noted proposed common element condominium application and offer the following comments for the proposed development.

The subject lands are located on the east side of Coronation Road, north of the planned Twin Streams Road extension. The property is approximately 0.35 hectares and is identified as Block 75 within Registered Plan 40M-2746, part of subdivision (S-W-2017-06).

#### Proposed Application

The proposed draft common element condominium application will permit common facilities and services including laneway, curbs/sidewalks, streetlights, sanitary/storm sewers, watermain and facilities, landscaping, utilities, snow removal, visitor parking, water meter building, and community mailboxes.

The proposed condominium will facilitate the development of 62 townhouse units by Parcels of Tied Land. Access to the proposed development will be from McGowan Drive.

The proposed application is required to enable the transfer of title to the future townhouse owners, create a Condominium Corporation that will be responsible for the common elements, and to require the Condominium Corporation to adhere to the conditions of the related Site Plan Approval (SP-12-22) and the Subdivision Agreement (S-W-2017-06).

In February 2023, the Region issued final clearance for the related subdivision application. Our concerns with regards to conformity with the Regional Official Plan, Provincial Plans and Policies, the Region's delegated Provincial Plan Review responsibilities which included environmental concerns, site contamination, and archaeology were addressed through the subdivision approval process.

In regards to the condominium proposal, we offer comments with respect to conformity with the new adopted Regional Official Plan, noise requirements, Regional servicing, and transit.

#### *Council Adopted Regional Official Plan, Envision Durham (May 2023)*

The subject lands are designated as Community Areas on Map 1 – Regional Structure in the new ROP. Plan Community Areas are intended for a variety of housing types, sizes, and tenures.

# Attachment #5

## Agency & Stakeholder Detailed Comments

### File CW-2023-05

PDP 14-24

The future planned Twin Streams Road extension is located south of the subject lands, as identified on Map 3b – Road Network in the new ROP.

The proposed infill condominium development contributes to providing a full range of housing options for the residents of Durham Region of all ages and abilities and supports compact built form to optimize existing services. The proposed condominium application conforms with the new ROP.

#### Delegated Provincial Plan Review Responsibilities

##### *Noise Impact Study*

Any noise control recommendation from the Noise Impact Study must be included in the related Condominium Agreement to the satisfaction of the Region of Durham.

##### *Regional Servicing*

Servicing to the subject lands has been approved and constructed through the related Site Plan Application (SP-12-22).

##### *Durham Region Transit*

The Region has reviewed the condominium proposal from a transit perspective, and we offer the following comments:

- The Plan must protect for a bus stop on the east side of Coronation Street, north of Twin Streams Road, in front of Part 29 and 30;
- The Plan must protect for a bus stop on the north side of Twin Streams Road, east of Coronation Street, in front of Part 24; and
- The protected space should adhere to the attached S-12 drawing (refer to Attachment 1).

#### Conclusion

The proposed infill condominium development contributes to providing a full range of housing options for the residents of Durham Region and promotes compact built form and efficient use of infrastructure. The proposed condominium application conforms with the new ROP.

Based on the foregoing, the Region has no objection to the draft approval of this condominium application. The attached conditions of draft approval must be complied with prior to clearance by the Region for registration of this plan.

The Owner must also provide a land use table prepared by an Ontario Land Surveyor to the Region's satisfaction. The land use table must provide lot area calculations for the proposed land use(s) allocated within the draft plan of condominium.

Attachment #5  
Agency & Stakeholder Detailed Comments  
File CW-2023-05

PDP 14-24

In addition to providing the Region with copies of the draft approved plan and conditions of approval, at such a time as the draft approval is in effect, we would appreciate if digital copies (both PDF and Word documents) of the City's conditions of draft approval could be provided.

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)

**Report Title: DEV-21-18: Official Plan Amendment Application OPA-2018-W/06, Zoning By-law Amendment Application Z-33-18, Devon Downs Developments Ltd., 2002 Rossland Road East**

**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** PDP-15-24

**Department(s) Responsible:**

Planning and Development Department  
(Planning Services)

**Submitted by:**

R. Saunders, Commissioner of Planning and Development

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

Danielle Coore, Planner 1, Policy & Heritage, Planning & Development Department, Telephone. 905.444.1946

### 1. Recommendation:

1. That Council approve Official Plan Amendment Number #135 to the Whitby Official Plan (File No.: OPA- 2018-W/06), as shown on Attachment #6, and that a By-law to adopt Official Plan Amendment Number #135 be brought forward for consideration by Council;
2. That the Clerk forward a copy of the Planning Report PDP 15-24, two (2) copies of the adopted Amendment, and a copy of the by-law to adopt Amendment Number # 135 to the Whitby Official Plan, to the Region of Durham's Commissioner of Planning and Economic Development;
3. That Council approve the amendment to Zoning By-law # 1784, (File No.: Z-33-18), as outlined in Planning Report No. PDP 15-24 and that a by-law to amend Zoning By-law # 1784 be brought forward for consideration by Council; and
4. That the Clerk forward a Notice to those parties and agencies who requested to be notified of Council's decision, including the Region of Durham's Commissioner of Planning and Economic Development.

## **2. Highlights:**

- Applications for Official Plan Amendment (OPA) and Zoning By-Law Amendment (ZBLA) as well as an application for Site Plan Approval have been submitted by D.G. Biddle & Associates on behalf of Devon Downs Developments Ltd. for lands municipally known as 2002 Rossland Road East, located on the north side of Rossland Road East between Meadow Road and William Davidson Street.
- The OPA application seeks to add a site-specific exception policy to increase the maximum permitted residential density in the Official Plan from 65 units per net hectare to 75 units per net hectare. The ZBLA application seeks to change the Zoning to an appropriate zone category with an increase in the maximum building height from 3 storeys to 4 storeys. The applications are to allow for the proposed development of a 4-storey apartment building, containing a total of 59 apartment dwelling units.
- All of the commenting departments and external agencies have indicated no objection to the proposed development, subject to their comments and requested conditions being addressed.
- It is recommended that the applications for Official Plan Amendment and Zoning By-law Amendment be approved, the increase in height and number of units is minor in nature; the proposed development would provide an appropriate intensification opportunity; medium density residential development is already permitted on the subject land; and, the development would contribute to Whitby's housing pledge of 18,000 new homes by 2031.

## **3. Background:**

### **3.1 Site Area and Description**

The subject land is municipally known as 2002 Rossland Road East and has an area of approximately 0.8 hectares, with approximately 45 metres of frontage on the north side of Rossland Road East, west of William Davidson Street (refer to Attachment #1).

The subject land is currently vacant and has some overgrown vegetation. It appears from aerial photographs that some of the rear yards and associated amenity space of the adjacent single detached uses to the east have encroached on the subject land, including gardens, patios, and accessory structures refer to attachment # 2, which will need to be resolved between the owners prior to development proceeding.

Surrounding uses include:

- Single detached dwellings to the north;
- Single detached dwellings to the east;
- Single detached dwellings to the south;
- Whitby Free Methodist Church to the west.

### **3.2 Applications and Proposed Development**

The applications propose the development of a 4-storey apartment building with a total of 59 dwelling units. Access would be provided from Rossland Road with at grade parking for 90 vehicles.

An Official Plan Amendment Application has been submitted to add a site-specific policy exception to increase the maximum permitted residential density from 65 to 75 dwelling units per net hectare.

A Zoning By-law Amendment Application has been submitted to Increase the maximum permitted building height from 3 to 4 storeys; increase the maximum permitted number of dwelling units from 43 to 59; and decrease the minimum required front yard setback from 7.5 m to 6.0 m.

The proponent has also submitted an application for Site Plan Approval for the proposed development which will be processed through the Commissioner of Planning and Development.

### **3.3 Documents Submitted in Support of the Applications**

A number of documents were submitted in support of the applications, including the following:

Original Submission:

- Proposed Site Plan, prepared by Mark J. Riva Architect;
- Proposed Floor Plans and Elevations, prepared by Mark J. Riva Architect;
- An Airport Proximity Plan, prepared by D.G. Biddle & Associates (Biddle), dated October 2018;
- An Archaeological Assessment prepared by Northeastern Archaeological Associated Limited;
- An Environmental Impact Study, prepared by Niblett Environmental Associates Inc., dated December 2018;
- A Functional Servicing and Stormwater Management Report, prepared by Biddle, dated November 2018;
- A Noise Impact Study; prepared by Biddle, dated November 2018;
- A Phase I Environmental Site Assessment, prepared by Golder Associates, dated October 2017;
- A Planning Justification Report, prepared by Biddle, dated October 2018;
- A Reference Plan 40R-16722, prepared by Donevan Fleischmann Petrich Ltd., dated January 26, 1996;
- A Site Grading Plan, prepared by Biddle, dated July 2018; and,
- A Site Servicing Plan, prepared by Biddle, dated July 2018.

Following circulation of the original submission materials and review by commenting agencies and departments, the following supplemental information was provided.

Revised/Updated Submissions:

- Angular Plane Study, prepared by Marc J. Riva Architect, dated April, 2023;
- Aeronautical Study, prepared by OCTANT Aviation Inc., dated July 11, 2023, which concluded that the location of the proposed structure would pose no conflicts to Oshawa Airport Zoning Regulations or maximum take-off surface following the clearway elevations;
- Aeronautical Obstacle Assessment Coordinates, prepared by NAV Canada, dated August 2, 2023 and Application Evaluation Letter to the Proponent, prepared by NAV Canada, dated, September 13, 2023 which concludes NAV Canada has evaluated the captioned proposal and has no objection to the project as submitted;
- (Revised) Airport Proximity Plan (AP-1) and (AP-2), prepared by D.G. Biddle & Associates Limited, dated August, 2019;
- Construction Management Report, prepared by D.G. Biddle & Associates, dated May 2023;
- (Revised and Updated) Erosion and Sediment Control Plan, prepared by D.G. Biddle & Associates, dated July, 2023;
- (Revised and updated) Functional Servicing and Stormwater Management Report, prepared by D.G. Biddle & Associates, dated January 5, 2023, which concluded that watermain services and sanitary sewer services can be provided with existing infrastructure; surface/underground storage can handle peak 100 year events; on-site storm sewers have been sized to accommodate a 5-year return post development per Town of Whitby guidelines; permanent stormwater quality controls are proposed; and, pre-development water balances cannot be met due to site constraints so best efforts towards site infiltration targets will be employed, along with temporary sediment control measures during construction;
- Infiltration Testing Letter Report prepared by Cambium Inc., dated November 23, 2023; which concluded the site is suitable for best management practices for bioretention swale infiltration systems as requested by CLOCA;
- Landscape Plans prepared by Henry Kortekaas & Associates dated, August 2017;
- (Revised) Noise Study, prepared by Jade Acoustics Inc, dated December 19, 2019; which concluded that appropriate noise abatement measures will be required which can be addressed through the Site Plan approval process;
- Shadow Studies dated April 2022 and September 2022;
- Traffic Management Report, prepared by D.G. Biddle & Associates Ltd., dated August 2019, Traffic Impact Brief prepared by D.G. Biddle Associates Ltd., dated February 2020 and a Traffic Impact Study, prepared by GHD, dated June 22, 2023, which concludes an adequate supply of parking can be provided on site, and the traffic generated by the proposed development can be accommodated by the existing network and study intersections without adverse impacts;

- (Updated) Site Grading Plans prepared by D.G. Biddle & Associates, dated July 2018;
- (Updated) Site Plan and Elevations, prepared by D.G. Biddle & Associates, dated July, 2023 (refer to Attachments #3a and 3b);
- (Revised and updated) Phase One Environmental Site Assessment, prepared by WSP Canada Inc., dated May 17, 2023, which concluded no water wells were identified on the property and although the site was previously used for agricultural purposes until 1974, it has since been vacant, and no contaminants were found on the property;
- Site Lighting Photometric Plan, prepared by D.G. Biddle & Associates Limited, dated September, 2019;
- Water Balance Study, prepared by PGL Environmental Consultants, dated February, 2020 which concluded no net loss of infiltration was anticipated at the site due to the proposed development as losses in infiltration are mitigated by the LID measures which are likely to increase infiltration volumes above pre-development levels.

The above documents were distributed to relevant internal departments and external agencies for review and comment.

#### **4. Discussion:**

##### **4.1 Provincial and Regional Planning**

The general goals and intent of the policies in the Province's Provincial Policy Statement (PPS), 2020, the Province's A Place to Grow: Growth Plan for the Greater Golden Horseshoe, and the Durham Regional Official Plan are to use land within settlement areas efficiently; promote a mix of housing types and tenures; plan for and support appropriate forms of intensification, including (re)development on underutilized lots.

The proposed development is consistent with the policies of the PPS and conforms to the Province's Growth Plan and the Region's Official Plan in that it takes advantage of existing infrastructure and public services facilities; provides increased residential densities on underutilized lots; supports a range of housing choice and mix; and represents an appropriate form of intensification along an arterial road, at the edge of existing neighbourhood, and within the 'Built Boundary' as defined by the Province, contributing to the Town's intensification allocation.

##### **4.2 Whitby Official Plan**

The subject land is designated Residential on Schedule 'A' – Land Use of the Town of Whitby Official Plan (refer to Attachment #4a). The subject land has been designated to permit medium density residential development since the late 1980's, including a site-specific Official Plan policy (Section 4.4.5.3.c)) through previous Official Plan Review in 2018, which indicates that residential development shall include and integrate Medium Density Residential

components in accordance with the Medium Density Residential policies. Medium Density Residential areas permit various forms of multiple unit dwellings, including apartments, at a height of up to 4 storeys and a density range between 30 and 65 dwelling units per net hectare.

The OPA application seeks to include a site-specific exception policy in the Official Plan to increase the current maximum permitted residential density from 65 units per net hectare to 75 units per net hectare.

The subject land also includes areas of Natural Hazards identified on Schedule 'C' – Environmental Management, related to Corbett Creek to the south (refer to Attachment #4b). Development applications on natural hazards require the review and consideration by Central Lake Ontario Conservation Authority.

The applicant's Environmental Impact Study and other environmental reports have been reviewed by the Town, Region and CLOCA. The supporting materials indicate that there will be no negative impacts on the natural heritage features or their ecological functions, provided the report recommendations (e.g. Low Impact Development (LID) measures) are implemented [through conditions of site plan approval]. As such, the Region and CLOCA are satisfied and have no objection to approval of the applications. The EIS assessed compensation for the unevaluated wetland and determined removal of any vegetation from the subject land could be considered through compensation elsewhere within the Corbett Creek watershed, including potential for compensation on Town owned land. The subject land has been designated and intended for some form of medium density development for decades. The proposed increase in density is minor in nature. The proposed development provides for compact built form, in an appropriate location along an arterial road at the edge of an existing neighbourhood, with appropriate consideration for transition (angular plane) to adjacent low density residential uses. The proposed Amendment is consistent with the overall goals and intent of the Official Plan regarding providing for a range of housing types and tenures and accommodating appropriate forms of intensification.

It is recommended that Council approve the Official Plan Amendment (refer to Attachment #6) that seeks a minor increase in the maximum permitted residential density on the subject land.

#### **4.3 Zoning By-law 1784**

The subject land is currently zoned Holding-Residential Zone, H-R5A\* in the Town's Zoning By-Law 1784, which has been in place since 1989. Subject to removal of the 'H' holding symbol, the R5A zone provisions would allow for an apartment dwelling house with a maximum building height of 3 storeys and a maximum of 43 dwelling units. The 'H' - holding symbol was originally applied to the subject land to ensure that Development Charges were collected prior to removal of the 'H'. However, Development Charges are now collected at the building permit stage, so the purpose of the 'H' is no longer relevant.

An amendment to the Zoning By-Law is required to increase the maximum permitted building height from 3 to 4 storeys; to increase the maximum permitted dwelling units from 43 to 59, and to reduce the minimum required front yard from 7.5 m to 6.0 m or as required.

The subject land is already zoned to permit medium density residential development in the form of an apartment building. The proposed Zoning By-law Amendment seeks a minor increase in height and a minor increase in units and would implement the intent of the Official Plan for medium density residential development on the subject land.

It is recommended that Council approve the Zoning By-law Amendment application that seeks a minor increase in maximum permitted building height and number of units.

#### **4.4 Conclusion**

The subject land has been designated in the Official Plan and Zoned in By-law 1784 to permit medium density residential uses for decades. Lands designated and zoned for medium density residential uses are intended to support a variety of residential uses including apartment buildings up to 4 storeys in height. The OPA and ZBLA applications seek only a minor increase in the maximum permitted height (Zoning only) and density, in an appropriate location along an arterial road, at the edge of the existing neighbourhood. The proposed development represents an intensification opportunity within the Built Boundary, with consideration for impact on, and transition to, adjacent low density residential land uses, through appropriate site design.

Commenting departments and agencies have indicated support for, or no objection to, the proposed development subject to their comments and conditions being addressed [through site plan approval].

Based on the detailed review of the applications and consideration of public input (refer to Section 6) and agency comments (refer to Section 7), it is concluded that the proposed development is consistent with the Provincial Policy Statement, is in conformity with the Growth Plan and the Region's Official Plan and meets the overall goals and intent of the Town's Official Plan. Therefore, it is recommended that Council approve the applications.

The proposed building design and articulation will be dealt with through the Site Plan approval process and will be designed to be appropriate within the existing and planned built form context.

#### **5. Financial Considerations:**

Not Applicable

#### **6. Communication and Public Engagement:**

A Public Meeting was held on March 25, 2019 in accordance with Town of Whitby Official Plan and the Planning Act. This meeting provided the public and interested

persons and agencies the opportunity to make representation in respect of the Official Plan Amendment and Zoning By-law Amendment Applications. The meeting minutes are included in Attachment #7.

All individuals who registered as an Interested Party at the Statutory Public Meeting and any individual who provided written correspondence to the Town have been provided notice of the April 8th, 2024 Committee of the Whole Meeting.

A summary of the issues raised at the public meeting are as follows:

- Concerns that the proposed development would add to traffic congestion, making it difficult to turn onto Rossland Road;
- Environmental concerns and modifications to the drainage ditch, concerns related to destruction of creek adjacent to property which is home to wildlife;
- Privacy, security, lighting, and shadowing concerns about the proposed development in residents' backyards, homes and neighbourhood;
- Compatibility of the proposed development with the surrounding community which consists mainly of bungalows, changes to neighbourhood character;
- The development would impact mature trees and the scenery from a resident's backyard and loss of the wooded lot adjacent to residents' homes;
- Building Height and size, topography, proximity to the airport and building height impacts on plane flyover area.

Written public correspondence raised various concerns including:

- Traffic congestion on Rossland Road and William Davidson St.;
- Safety due to increased traffic;
- Privacy impacts;
- Property value impacts;
- Request for privacy fencing at the property line;
- Shadow impacts;
- Loss of trees and vegetation / loss of wildlife habitat; and
- Noise impacts.

The oral and written submissions by the public have been considered in the review and assessment of the proposed Official Plan Amendment and Zoning By-law Amendment Applications. The concerns raised above were considered further by the applicant's consultants and by commenting departments and agencies as follows:

- The revised and updated Traffic Impact Study, dated June 22, 2023 determined peak hour trips to/from the site would be similar to the traffic patterns observed at William Davidson Street/Rossland Road East intersection. The study concludes that under the future traffic forecasts, the traffic generated by the proposed development along with non-site related traffic growth can be accommodated by the study intersections. Traffic generated by the proposed development does not add significant adverse impacts on the study intersections. A construction

management report was provided which outlined how traffic will be managed during the construction project.

- The environmental reports determined that grading and drainage impacts can be addressed through best practices regarding site infiltration targets, including the implementation of a bio retention swale, along with temporary sediment control measures during construction, as well as infiltration being mitigated by LID measures which are likely to increase infiltration volumes above pre-development levels.
- A tree preservation fence will be included on the site to separate the vegetation which will remain. A tree preservation zone is incorporated on the Landscape Plan and identifies which trees will be preserved and retained.
- A noise study determined that with the incorporation of appropriate noise abatement measures it is feasible to develop these lands for residential use. A construction management plan has been provided and outlined measures to minimize noise disruption, including complying with the Town of Whitby Noise By-law and not permitting construction activities during Sundays, holiday weekends and during evenings.

## **7. Input from Departments/Sources:**

The applicable agencies and departments were circulated the applications and copies of the associated supporting materials for their review and comment.

The following agencies have indicated no objection to the OPA and ZBLA applications, subject to any outstanding comments/conditions being addressed (through the Site Plan approval process):

### **Internal Departments:**

- Accessibility
- Planning and Development Services - Urban Design, Landscaping;
- Community and Marketing Services Department Parks Development Division;
- Engineering Services;
- Whitby Hydro Energy Services Corporation; and,
- Whitby Fire and Emergency Services.

### **External Agencies:**

- Central Lake Ontario Conservation Authority (CLOCA);
- City of Oshawa;
- Canada Post;
- Durham District School Board;
- Durham Catholic District School Board;
- Durham Region;
- Enbridge; and,
- Oshawa Airport Authority.

Refer to Attachment #8 for additional detailed comments which will be addressed through the site plan approval process.

## **8. Strategic Priorities:**

The development of a medium density residential apartment contributes to meeting the priorities of the Community Strategic Plan, specifically Action Item 1.3.4. under Pillar 1: Whitby's Neighbourhoods by providing a variety of housing options.

This report is in a fully accessible format, which addresses the Town's strategic priority of accessibility. The future Site Plan Application(s) will be circulated to the Accessibility Advisory Committee for review and comment to ensure all accessibility requirements are met.

The proposed residential development increases the density on the subject land which provides a better use of existing infrastructure, which implements the Town's strategic priority of sustainability.

## **9. Attachments:**

Attachment #1 – Location Sketch

Attachment #2 – Aerial Context

Attachment #3a – Proponent's Proposed Site Plan

Attachment #3b – Proponent's Proposed Building Elevation Plans

Attachment #4a – Excerpt from Schedule 'A' – Land Use, Whitby Official Plan

Attachment #4b – Excerpt from Schedule 'C' – Environmental Management, Whitby Official Plan

Attachment #5 – Excerpt from Zoning By-law 1784

Attachment #6 – Draft Proposed Official Plan Amendment #135

Attachment #7 – Excerpt from Minutes of Public Meeting

Attachment #8 – Summary of Detailed Agency Comments

Attachment #1  
Location Sketch

PDP 15-24



Town of Whitby Planning and Development Department

Proponent:  
Devon Downs Developments Ltd.

File Number:  
DEV-21-18  
(OPA-2018-W/06, Z-33-18)

Date:  
April 2024

External Data Sources:  
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# Attachment #2 Aerial Context Map

PDP 15-24



## Town of Whitby Planning and Development Department

Proponent:  
Devon Downs Developments Ltd.

File Number:  
DEV-21-18  
(OPA-2018-W/06, Z-33-18)

Date:  
April 2024

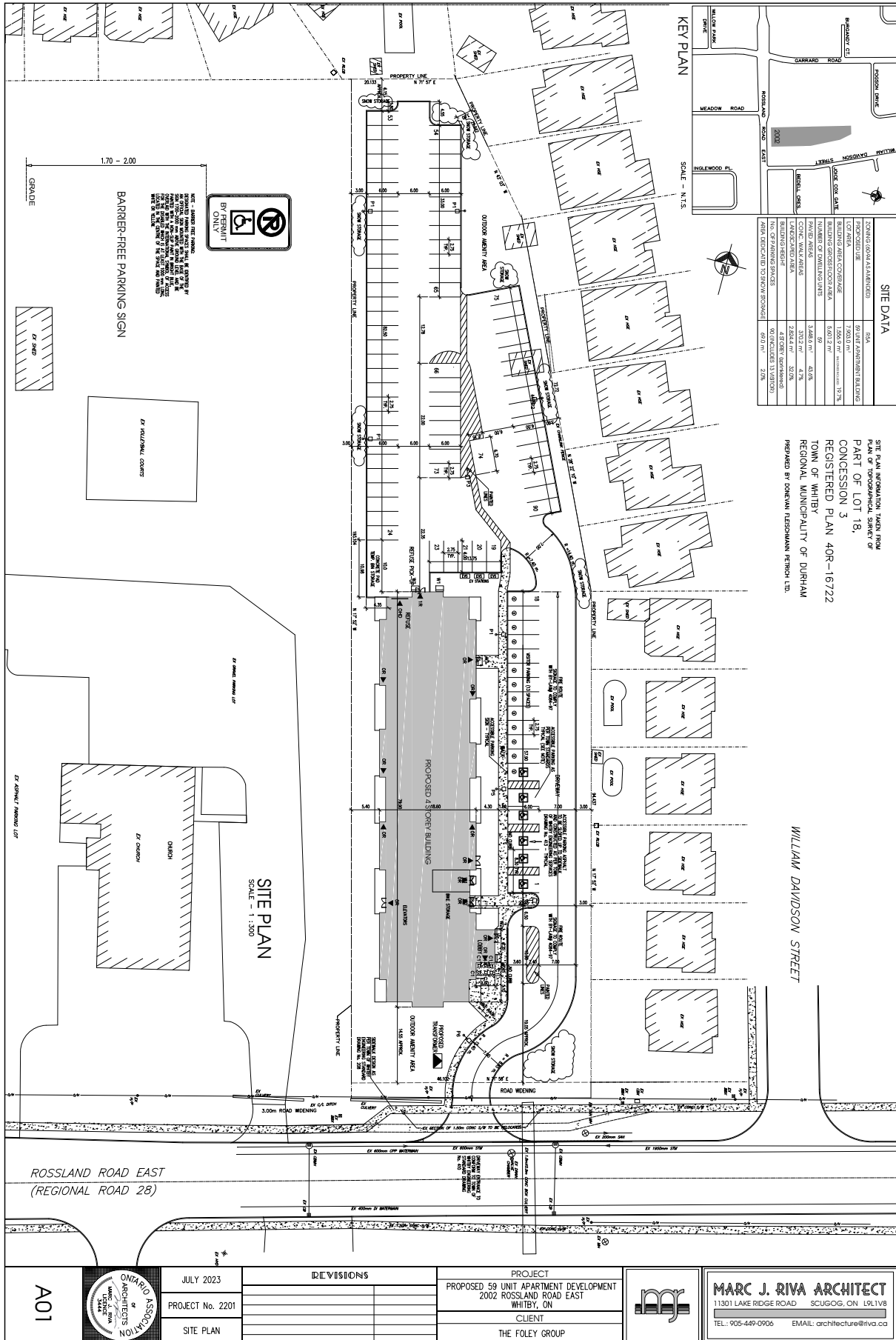
External Data Sources:  
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# Attachment #3a Proponent's Proposed Site Plan

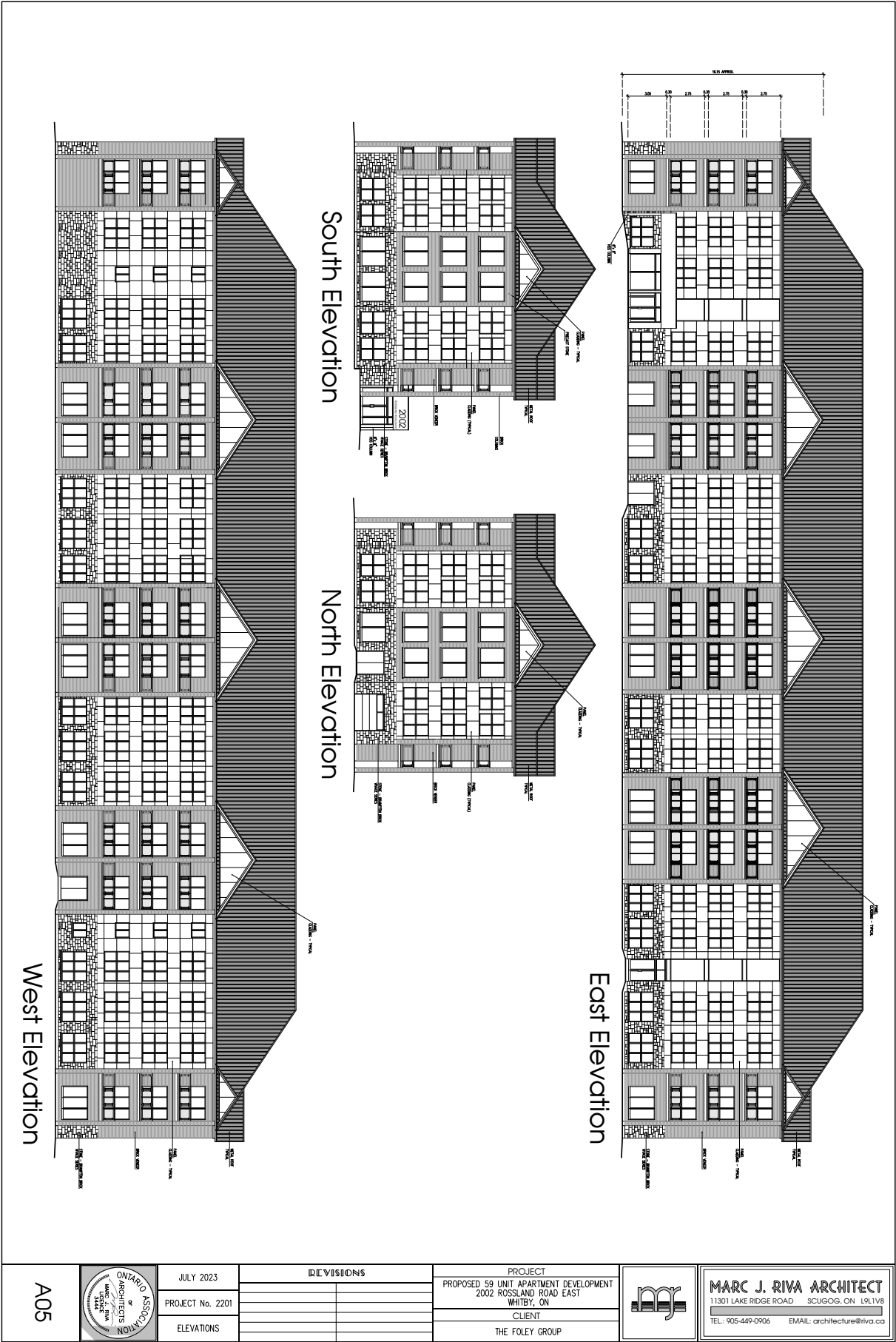
PDP 15-24



# Attachment #3b

## Proponent's Proposed Building Elevations

PDP 15-24



A05



JULY 2023
PROJECT No. 2201
ELEVATIONS

REVISIONS	

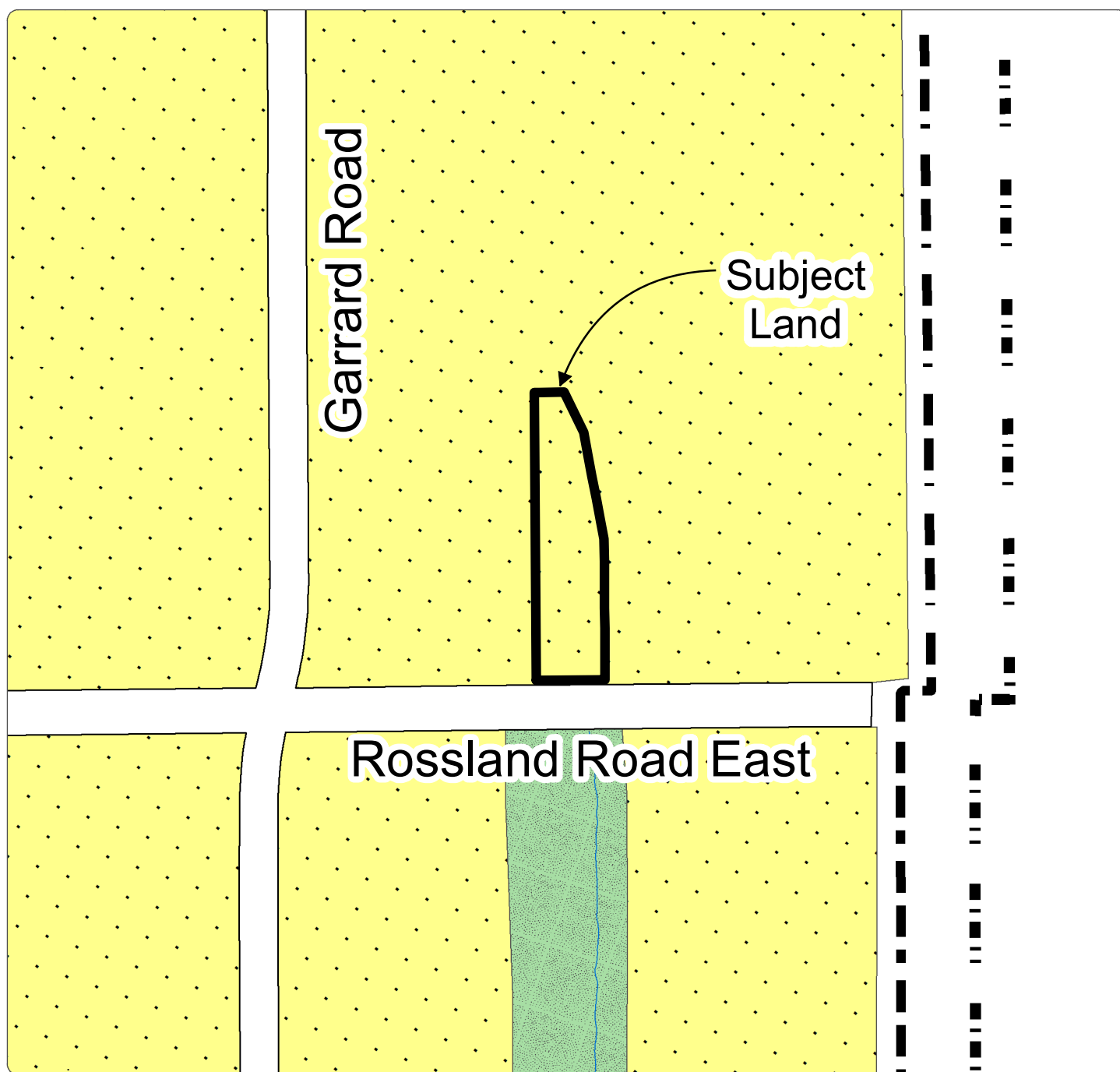
PROJECT
PROPOSED 59 UNIT APARTMENT DEVELOPMENT
2002 ROSSLAND ROAD EAST
WHITBY, ON
CLIENT
THE FOLEY GROUP

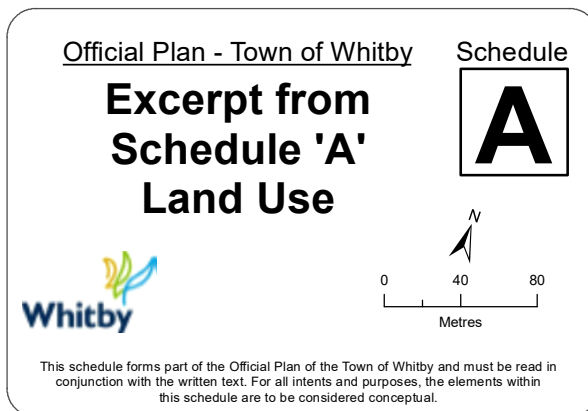
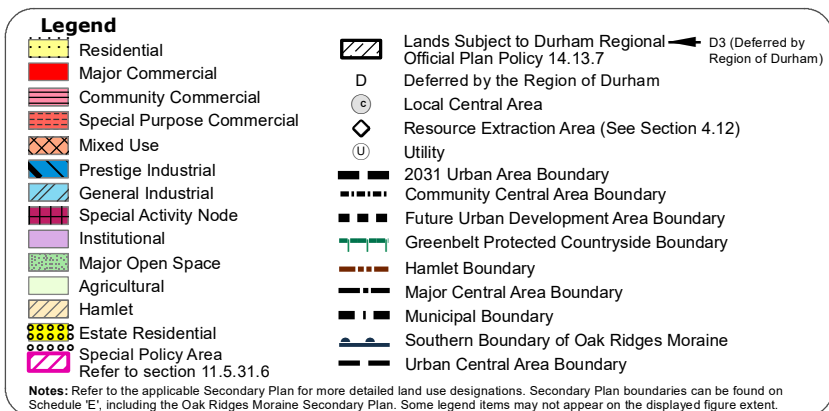


<b>MARC J. RIVA ARCHITECT</b>	
11301 LAKE RIDGE ROAD	SCUSOG, ON L9L1V8
TEL.: 905-449-0906	EMAIL: architecture@mrva.ca

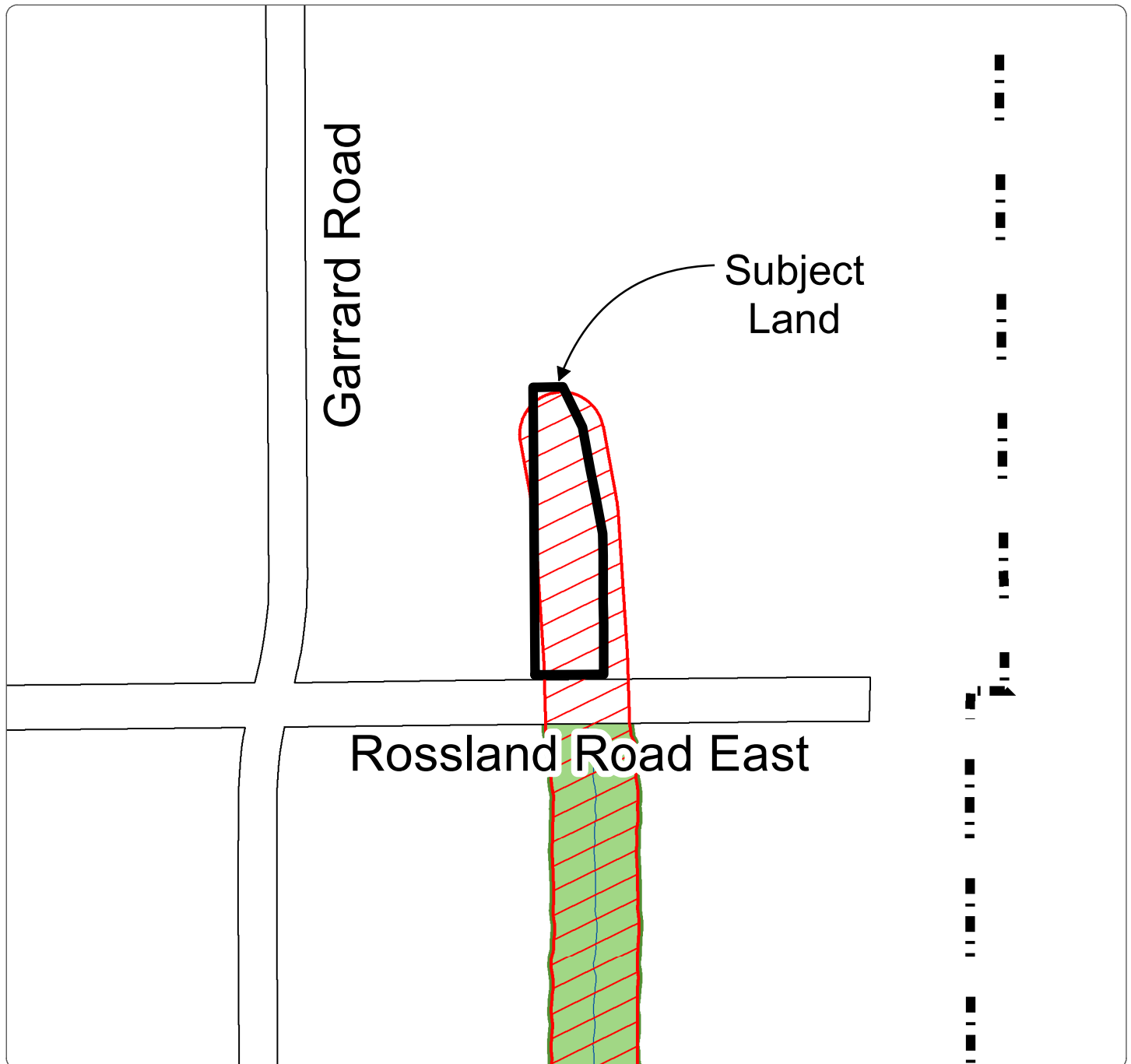
# Attachment #4a

## Excerpt from the Town of Whitby Official Plan Schedule 'A'





## Excerpt from the Town of Whitby Official Plan Schedule 'C'

**Legend**

- ▲ Former Waste Disposal Site      — D12 (Deferred by Region of Durham)
- 1 km Lake Ontario Shoreline Limit
- Greenbelt Protected Countryside Boundary
- Municipal Boundary
- Southern Boundary of Oak Ridges Moraine
- Former Lake Iroquois Beach
- Natural Heritage System
- Greenbelt Natural Heritage System
- Natural Hazards

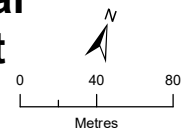
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Official Plan - Town of Whitby

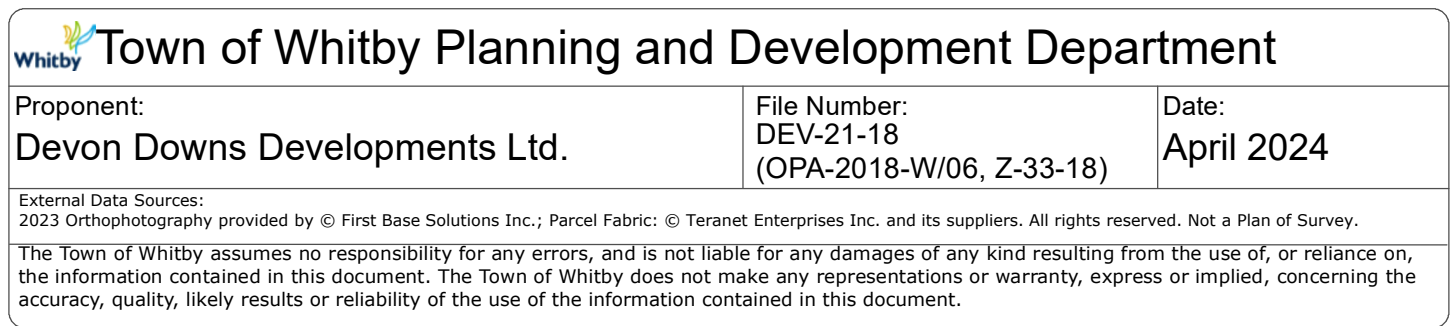
Schedule

# Excerpt from Schedule 'C' Environmental Management

# C



This schedule forms part of the Official Plan of the Town of Whitby and must be read in conjunction with the written text. For all intents and purposes, the elements within this schedule are to be considered conceptual.



## Attachment # 6

### Draft Proposed Amendment # 135 to the Town of Whitby Official Plan

- Purpose:** The purpose of this Amendment to the Whitby Official Plan is to add a site-specific policy exception to increase the maximum permitted residential density from 65 to 75 dwelling units per net hectare on the subject lands.
- Location:** The lands subject to the Amendment are generally located at the north side of Rossland Road East, west of William Davidson Street, currently municipally known as 2002 Rossland Road East.
- Basis:** The Amendment is based on an application to amend the Town of Whitby Official Plan (File: DEV- 21-18 (OPA-2018-W/06)), as submitted by D.G. Biddle & Associates on behalf of Devon Downs Developments Ltd.
- The Amendment would increase the maximum permitted residential density from 65 units per net hectare to 75 units per net hectare on the subject lands, to permit the proposed development of a 4-storey apartment building with a total of 59 dwelling units.
- The proposed residential development is consistent with the policies of the Provincial Policy Statement and conforms to A Place to Grow: Growth Plan for the Greater Golden Horseshoe and the Durham Regional Official Plan, in that it would support increased housing supply and residential densities through intensification of an underutilized lot; take advantage of existing infrastructure and public services facilities; and, provide a pedestrian-oriented compact built form.
- The proposed development meets the general goals and intent of the Whitby Official Plan regarding the residential, housing and intensification policies in that it would allow for the development of a broader range of tenure types and housing forms while contributing to the achievement of the intensification targets for the municipality within the 'Built Boundary' as defined by the Province.
- Development of the subject lands would be subject to the provisions in the implementing Zoning By-law and an approved Site Plan Approval.

**Actual Amendment:**

The Town of Whitby Official Plan is hereby amended as follows:

- 1) By amending Section 4.4.5.3 c) of the Town of Whitby Official Plan, by adding the following new sentence at the end of the paragraph:

“Notwithstanding any other provisions of this Plan to the contrary, the maximum permitted residential density shall be 75 units per net hectare.”

**Implementation:**

The provisions set forth in the Town of Whitby Official Plan, as amended, regarding the implementation of the Plan shall apply in regard to this amendment.

**Interpretation:**

The provisions set forth in the Town of Whitby Official Plan, as amended, regarding the interpretation of the Plan shall apply in regard to this amendment.

## Attachment #7

## Excerpt from Public Meeting Minutes, March 25, 2019

Public Meetings Minutes  
March 25, 2019 - 7:00 PM

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5. **Planning and Development Department Report, PL 31-19**  
**Re: Applications for Official Plan Amendment, Zoning By-law**  
**Amendment and Site Plan Approval, 2002 Rossland Road East, Devon**  
**Downs Developments Ltd. File: DEV-21-18 (OPA-2018-W/06, Z-33-18,**  
**SP-43-18)**

G. Wilson, Planner I, provided a PowerPoint presentation which included an overview of the application.

Michael Fry, from D.G. Biddle and Associated Ltd., representing Devon Downs Developments Ltd., provided an overview of the application.

The Chair opened the floor for comments from the public.

Patricia Weber, 8 William Davidson Street, raised concerns about the creek running behind her property and asked if the proposed development would cause environmental concerns. She expressed privacy concerns about the proposed development. Ms. Weber stated that the proposed development would add to traffic congestion, making it difficult to turn onto Rossland Road and that the development would impact mature trees and the scenery from her backyard. She stated that the creek is home to wildlife and she expressed concerns that this area would be destroyed.

The Chair requested that the proponent comment on the environmental assessment report.

The proponent stated that an environmental study was completed. The results indicated that the creek was a drainage ditch and not a creek. The former creek in the area was diverted many years ago by a development in the adjacent area. The report stated that there were no environmental issues with the proposed development.

Amy Duga, 21 Pogson Drive, stated concerns with losing the dense wooded lot behind her home, privacy in her backyard, and her quiet neighbourhood. She indicated that these features were the main

attractions when she bought her property. She requested that a 10 foot high sound proof fence be built between her property and the proposed development. Ms. Duga stated that the location of the amenity area in the development was behind the building and she requested that the developer provide security and lighting to ensure safety of residents and neighbours.

Phil Egginton, 90 Bedell Court, raised concerns regarding the proposed development's compatibility with the existing community. He stated that most homes in the area were bungalows and the 4-storey development would change the look of the neighbourhood. Mr. Egginton requested access to the environmental assessment report and stated that the creek was a wildlife sanctuary.

The Chair advised that Central Lake Ontario Conservation Authority (CLOCA) had reviewed the report. The proponent confirmed the report had been reviewed by CLOCA.

Carolyn Mcnabney, 14 William Davidson Street, asked when the CLOCA report was issued and indicated that CLOCA had not shared the environmental assessment report with neighbours when they requested. Ms. Mcnabney noted that the creek hosted wildlife and rare birds and was part of Corbett Creek which flows into Lake Ontario. She raised concerns with the height of the development, the existing topography, and asked if the area would be levelled for construction. She stated that loss of privacy and constant shadowing were concerns. Ms. Mcnabney raised concerns with the size of proposed development and stated that the neighbourhood is not suitable for a high-rise building. She added that the community needed to be provided with more information and indicated that the mature trees on the property needed to be maintained. She stated that adding high cedars and privacy fencing would help to maintain privacy to existing residents in the neighbourhood.

The Chair requested Planning and Development Department Staff to comment on the environmental assessment report.

Planning and Development Department Staff stated that reports and documents submitted by the proponent would be analyzed. Staff added that they had received the environmental assessment report in December 2018.

William Espie, 18 William Davidson Street, raised concerns relating to privacy and the proposed 4-storey building casting shadows on neighbouring homes. He noted safety concerns related to traffic congestion that the development would cause.

Patty Pietrow, 17 William Davidson Street, raised concern with having limited information about the proposed development. She stated that the proposed 4-storey structure was too tall and not compatible with the existing density of the neighbourhood. She expressed concern about shadows from the proposed development. She added that zoning changes would encourage other high-rise developments within the area. She asked if the Oshawa Executive Airport was consulted as the proposed development would be within the flight path. Ms. Peitrow

raised concern related to on-street parking and wanted information about visitor's parking for the proposed development. She raised concerns with parking of construction vehicles during and after the construction, mature trees being cut down, and stated that the proponent needed to provide a privacy fence.

Christina Hall, 31 Lloyd Gibson Crescent, raised concerns that there were empty parcels of land in the area that could be used for future high-rise developments and change the character of the neighbourhood. She indicated concerns with density and said turning onto Rossland Road would be difficult due to added traffic congestion from the proposed development. The Chair advised that documents and reports pertaining to the proposed development were available for public viewing in the Town's Planning and Development Department. The Chair requested that the Planning and Development Department Staff speak to the Oshawa Executive Airport issue.

Planning and Development Department Staff stated that the proponent had submitted an airport proximity report and that they were awaiting response from the City of Oshawa.

Michael Newell, 22 William Davidson, raised concerns with the zoning by-law amendment and increasing the height of the development from 3 to 4-storeys. He stated that the proposed development was in line with the east-west approach for a runway at the Oshawa Executive Airport. He stated that the planes circled over the intersection of Rossland Road and Garrard Road before landing at the airport. He raised safety concerns as trainee pilots flew planes in the area at low altitudes, and that the approach path would be over the proposed development, raising the possibility of an accident. Mr. Newell stated the proposed development would require aircraft warning lights installed on the roof and this would add to light pollution for neighbouring residents. He noted that the proposed development would depreciate the value of homes.

Adam Hillen, 3315 Garrard Road, raised environmental concerns with the development. He stated that the area had saturated soil and asked for access to the environmental assessment report. Mr. Hillen stated that a driveway going to a nearby Church had a drainage ditch which ran from west to east on the south side of the property and that this ditch was filled in December 2018. He asked if the modifications to the

drainage ditch were part of the development, and if so, was drainage considered before the environmental assessment report was prepared.

The Chair advised that the environmental assessment report was available in the Town's Planning and Development Department and stated that the Town Staff would examine the drainage ditch issue.

There were no further submissions from the public.

The Chair asked the proponent if they would be willing to organize a public open house for area residents to discuss their concerns in more detail.

The proponent indicated a public open house would be an option, but he needed to confirm this with the owner of the proposed development.

The meeting adjourned at 8:56 p.m.

---

Kevin Narraway, Manager of Legislative  
Services/Deputy Town Clerk

## **Attachment #8**

### **Agency & Stakeholder Comments**

**File: DEV-21-18 (OPA-2018-W/06; Z-33-18; 2002 Rossland Road East)**

#### **Internal Departments**

##### **Whitby Accessibility**

Planning staff note that detailed accessibility comments regarding the Site Plan will be addressed through the Site Plan Approval process.

##### **Whitby Engineering Services – Development**

Engineering Services comments regarding the Site Plan (e.g. Construction Management; Site Grading and Drainage; site Servicing; sidewalks; erosion/sedimentation control; cost estimates; etc.) will be addressed through the Site Plan Approval process.

##### **Whitby Engineering Services – Transportation**

Transportation Services is satisfied with the submission.

Other matters (e.g. bicycle parking) will be addressed through engineering submission through the Site Plan approval process.

##### **Whitby Fire and Emergency Services**

Whitby Fire and Emergency Services have reviewed the above name application and make the following comments:

1. An adequate water supply for firefighting purposes shall be provided as per Section 3.2.5.7 of the Ontario Building Code.
2. Fire Department access routes shall be designed and constructed to comply with 3.2.5.6 of the Ontario Building Code and shall be signed to comply with Whitby By-law #4084-97

##### **Elexicon (formerly Whitby Hydro Energy Services Corporation)**

[Elexicon] has no objection permitting the development of four storey apartment building with 59 units at the above location.

The applicant or its authorized representative is to be advised that they become familiar with our Conditions of Service and shall consult with [Elexicon] as the project develops concerning the availability of supply voltage, service location, metering costs and any other details.

[Elexicon] will complete a service layout and confirm, in writing, the characteristics of the available electrical supply and will designate the location of the supply point to the applicant. Whitby Hydro will also identify the costs that the applicant will be responsible for.

These requirements are separate from (and in addition to those of) the ESA.

The applicant or its authorized representative shall apply for new or upgraded electric services and temporary power service in wiring on our website via a connection/upgrade request form.

The application is further required to provide [Elexicon] with sufficient lead-time in order to ensure:

- a) A timely provision of supply to new and upgraded premises; and/or
- b) The availability of adequate capacity for additional loads to be connected in the existing premises.

Please ensure a minimum of 3m clearance is maintained from existing overhead conductors, which applies to all structures, equipment, and people.

### **Whitby Planning and Development Department – Development Control, Design and Technical Services**

Landscaping:

Detailed comments will be addressed through the Site Plan Approval process.

Urban Design:

Detailed comments will be addressed through the Site Plan Approval process.

### **Whitby Parks Development**

The Parks Division of the Community and Marketing Services Department has reviewed the applications dated January 11, 2019 and has the following comments:

- The Community and Marketing Services Department recommends incorporating indoor and outdoor private amenity space for the future residents of this development. The closest local park is Eric Clarke Park located north more than 500 metres walking distance.

The following conditions shall be incorporated into any future development agreement.

1. The Department will require cash-in-lieu of parkland dedication at a rate of 1 hectare per 312 dwelling units. This is consistent with the Town's Official Plan policy 4.9.4.3 and the Department's standard practice regarding high density residential development.

## **External Agencies**

### **Central Lake Ontario Conservation**

Central Lake Ontario Conservation Authority (CLOCA) staff have reviewed [the applications and supporting materials] and are satisfied that all previous comments have been addressed to our satisfaction. The following clarification and direction is provided for each of the applications listed above.

#### **Official Plan Amendment (OPA-2018-W/06)**

Based on our review of the circulated supporting documents for this application, CLOCA staff have no objection to any approval of the Official Plan Amendment necessary to allow for higher density within a Medium Density Residential designation.

#### **Zoning By-law Amendment (Z-33-18)**

Based on our review of the circulated supporting documents for this application, CLOCA staff have no objection to any approval of the Zoning By-law Amendment necessary to support the development of the proposed project within these lands.

#### **Site Plan Application (S-43-18)**

Based on our review of the circulated supporting documents for this application, CLOCA staff have no objection to any approval of the Site Plan Application for the development of this site subject to the following conditions:

1. That the Landowner obtain a permit from CLOCA prior to any site alteration and/or development of this property in accordance with Ontario Regulation 42/06 of the Conservation Authorities Act.
2. That the Landowner agree through a Development Agreement with the Town of Whitby to complete this project in accordance with the approved studies and documents.

### **City of Oshawa – Planning Services**

Further to the public meeting notice circulated for Files OPA-2018-W-06 and Z-33-18, please note that City of Oshawa Planning Services have no comments on the subject applications. However, we understand that comments have been provided by the Oshawa Executive Airport. Those comments should be considered during the further processing of the applications.

## **City of Oshawa – Oshawa Airport Authority**

Oshawa Airport Authority notes the receipt of the proponent's documents.

It appears as per the submitted documentation that the structure does not impact the [Airport Zoning Regulation], or the instrument procedures for the airport and satisfies the comments from APM Wilcox. We have a few additional comments and they can be found below:

1. The proponent must ensure any means to construct the building (i.e. cranes) do not exceed the [Airport Zoning Regulation] at any time. We will require a plan of construction on how they will ensure the [Airport Zoning Regulation] is respected;
2. The proponent will be required to submit an application to the NAV Canada land use process for the cranes used to construct. No impact on the instrument approaches at the airport will be accepted. We would want to see the response letter from NAV Canada illustrating no impacts for temporary obstacles.
3. The proponent shall complete an Oshawa Airport Crane Permit application prior to erecting any obstacle into the airspace.
4. The proponent shall ensure the new structure and associated refuge does not become a wildlife attractant due to its location in proximity to the airport.

## **Canada Post**

Service type and location

1. Canada Post will provide mail delivery service to this development through centralized mailroom (Lockbox Assemblies).
2. Apartment / Condominium Building(s): As the building in this project consist of more than two adjoining units, sharing a common indoor entrance, the developer/owner must supply, install and maintain a centralized mail room facility to Canada Post's specifications. Buildings with more than 99 self contained units require rear loading lockboxes.
3. By default, since this development includes plans for (a) multi-unit building(s) with a common indoor entrance, the developer must supply, install and maintain the mail delivery equipment within these buildings to Canada Post's specifications.
4. Please see attached linked for delivery standards:  
[http://www.canadapost.ca/cpo/mr/assets/pdf/business/standardsmanual\\_en.pdf](http://www.canadapost.ca/cpo/mr/assets/pdf/business/standardsmanual_en.pdf)

Municipal requirements

1. Please update our office if the project description changes so that we may determine the impact (if any).

2. Should this application be approved, please provide notification of the new civic addresses as soon as possible.

#### Developer timeline, obligations and installation

1. Please provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin.
2. If applicable, please ensure that any street facing installs have a depressed curb or curb cut. Contact Canada Post Corporation – Delivery Planning for further details.
3. If applicable, please ensure that any condominiums apartments with more than 100 units, incorporates a mailroom with rear loading lock box assemblies (mailboxes).
4. Finally, please provide the expected first occupancy date and ensure the future site is accessible to Canada Post 24 hours a day.

It is recommended that the owners contact Canada Post as completion draws near so as to finalize the location and compartment they will be assigned to.

#### **Durham District School Board (DDSB)**

Durham District School Board staff has reviewed the above noted applications and under the mandate of the DDSB has no objections.

#### **Durham Catholic District School Board (DCDSB)**

Planning staff at the Durham Catholic District School Board have reviewed the above noted Applications and have no objections to the proposed development of 59 apartment residential units.

This development is within the boundary of St. Paul Catholic School located at 200 Garrard Road.

#### **Durham Region**

Durham Region staff have reviewed [the applications and supporting materials] and the following comments are offered with regards to the Provincial Plan Review Responsibilities, transportation and servicing.

#### Provincial Plan Review Responsibilities:

A Phase One Environmental Site Assessment (ESA) Report and Update was provided. The Phase One ESA report and Update did not identify any new Potentially Contaminating Activities (PCAs) and no Areas of Potential Environmental Concern were identified.

The Regional Reliance Letter and Certificate of Insurance were provided for the Phase One ESA Update Report and is acceptable to the Region. However, no Reliance Letter and Certificate of Insurance was submitted for the Phase One ESA Reports prepared in 2017 and 2019 by Golder Associates Ltd. The Reliance Letter and Certificate of Insurance from Golder/WSP should be provided.

A Stage 1 and 2 Archaeological Assessment was prepared by Northeastern Archaeological Associates Limited (December 2017) for the subject site. The clearance letter from the Ministry of Tourism, Culture and Sport (February 2018) was provided in this fourth submission. There are no further matters of archaeological concern.

The Preliminary Environmental Noise Report prepared by Jade Acoustics (December 2019) was reviewed. It is noted that central air conditioning will be used in the building, which will address all acoustical requirements. Warning clauses will also be required to be placed in offers of purchase and sale and/or lease agreements. This should be included in the Town of Whitby's [site plan] development agreement.

The predicted unmitigated sound level associated with the at-grade outdoor amenity area adjacent to Rossland Road East is 66 dBA. This is in excess of the 60 dBA permissible sound level, accounting for a 5 dB increase above 55 dBA. The study notes that a noise barrier along the Rossland Road frontage is not desirable. There is another outdoor amenity area at the north side of the building, where the sound level is less than 55 dBA. The Region recommends that the site plan be revised to remove the outdoor amenity label for the area fronting Rossland Road.

Regional Transportation and Works staff reviewed the [the applications and supporting materials] and have no further comments on the revised Traffic Impact Study. The Region has no objection to further processing of the Official Plan Amendment subject to submissions addressing the Provincial Plan Review Responsibilities being addressed. Detailed servicing/transportation comments can be provided through future site plan application submissions.

### **Enbridge Gas Distribution**

Enbridge Gas Distribution does not object to the proposed application(s).

This response does not constitute a pipe locate or clearance for construction.

The applicant shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea40@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.

In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.

In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact [SalesArea40@enbridge.com](mailto:SalesArea40@enbridge.com).

Enbridge Gas Distribution reserves the right to amend or remove development conditions.

**New and Unfinished Business - Planning and Development**

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
P&D-0004	Automated Speed Cameras on Town Roads	That staff report to Council on the feasibility and cost of adopting an Automated Speed Enforcement program on Town Roads in School Safety Zones and Community Safety Zones.	29 Nov 2021	06 Mar 2023	02 Dec 2024	ASE will be considered through the Traffic Calming Policy. Details from the Region of Durham and area municipalities to support future consideration and help identify cost to implement.
P&D-0005	Planning and Development (Engineering Services) Department Report, PDE 02-22 Re: Boulevard Permit Parking Program	That Report PDE 02-22 be referred to Staff to review concerns raised by the Committee.	28 Feb 2022	13 Mar 2023	02 Dec 2024	Boulevard parking will be reviewed and considered as part of the residential parking permit program.
P&D-0007	Thistledown Crescent Emergency Access Review	That Staff be directed to report on the following issues: c. Following the opening of Thistledown Crescent to Taunton Road, the implementation of a monitoring program with 24/7 traffic counter device to obtain traffic data on speed, volumes, and other metrics and report back to Council within one year of the road opening regarding the traffic impacts of the development and whether any additional traffic calming measures are required.	07 Mar 2022	TBD		The road has not been constructed. Monitoring, through Radar Message Boards, and observations will occur following the opening of the roadway. Timing is currently unknown. Date to report back will continue to be delayed until construction/opening is known.

New and Unfinished Business - Planning and Development

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
P&D-0012	PDP 66-22, Planning and Development (Planning Services) Department, Financial Services Department, and Legal and Enforcement Services Department Joint Report Re: Ontario Bill 109, More Homes for Everyone Act, 2022	3. That staff report back to Council following completion of the Development Application Approval Process and Fee Review study regarding any further proposed process and fee changes required to adequately address the impacts of Bill 109.	12 Dec 2022	04 Dec 2023	10 Jun 2024	Report back following completion of DAAP in 2023.
P&D-0017	Port Whitby Pedestrian Crossovers	That Staff Report back on the need and feasibility of adding appropriate cross walks to Port Whitby in area identified during the December 11, 2023 Committee of the Whole meeting.	18 Dec 2023	26 Feb 2024	15 Apr 2024	
P&D-0018	Three Way Stop at White Ash Drive and Palmerston Avenue	That Staff be directed to include consideration of a three way stop at White Ash Drive and Palmerston Avenue as part of a report on new stop controls by Q2 2024.	18 Mar 2024	10 Jun 2024		

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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**Report Title:     Downtown Whitby Business Improvement Area (BIA)  
2024 Budget and 2023 Reporting**

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**Report to:     Committee of the Whole**

**Date of meeting:**     April 8, 2024

**Report Number:     FS 13-24**

**Department(s) Responsible:**

Financial Services Department  
Office of the Chief Administrative Officer

**Submitted by:**

Fuwing Wong, Commissioner, Financial  
Services, Treasurer

**Acknowledged by M. Gaskell, Chief  
Administrative Officer**

**For additional information, contact:**

Crystal Doucette x 2815  
Christy Chrus x 3164

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### 1.     **Recommendation:**

1.     **That the Downtown Whitby Business Improvement Area Board of Management's proposed 2024 Beautification Report and the 2023 Annual Report, (Attachments 2 and 3 of Report FS 13-24), be received; and,**
2.     **That the Downtown Whitby Business Improvement Area Board of Management's proposed 2024 Budget, (as outlined in Attachment 1 of Report FS 13-24), inclusive of a \$220,500 special tax levy for businesses within the Downtown Whitby Business Improvement Area, be approved.**

### 2.     **Highlights:**

- The proposed Downtown Whitby Business Improvement Area ("BIA") budget for 2024 is \$282,283 which is \$93,159 lower than the approved 2023 budget.
- Despite a lower overall operating budget, the proposed 2024 BIA budget includes a proposed 5% (or \$10,500) increase in the Special Tax Levy (i.e. 2024 special tax levy of \$220,500 from \$210,000 in 2023).
- The Special Tax Levy for the BIA is in addition to the general tax levy and is collected from properties in one of the prescribed business property classes within the Downtown Whitby Business Improvement Area.

- The proposed 2024 BIA budget also includes a \$29,783 draw from their reserves (previous surpluses) which is not sustainable in the long-term.

### **3. Background:**

The Downtown Whitby Business Improvement Area was established on April 17, 2017, through By-law # 7268-17 in accordance with Section 204 of the Municipal Act. The by-law included a schedule that outlined the defined boundary of the Downtown Whitby Business Improvement Area (see Attachment 4).

The Downtown Whitby Business Improvement Area Board of Management (“**BIA Board**”) is a local board for the municipality and has the responsibility to promote the Business Improvement Area as a business or shopping area. The BIA Board may also oversee the improvement, beautification, and maintenance of municipally owned land, buildings, and structures within the BIA beyond the service levels and budgets provided for within the Town’s budget. A Terms of Reference was developed (ToR-LB-03) which includes requirements for the BIA Board to submit various financial and non-financial reports annually to the Town of Whitby. This report contains the annual reports from the BIA Board, including the Board’s proposed 2024 Downtown Whitby Business Improvement Area budget.

The BIA’s budget is mainly funded through a Special Tax Levy. Other sources of funding for the BIA include grants and event revenues. The Special Tax Levy for the BIA is applied only to properties within the Downtown Whitby Business Improvement Area that are in one of the rateable business tax classes. For property owners within the boundaries of the BIA, the Special Tax Levy is in addition to the General Tax Levy collected by the Town.

### **4. Discussion:**

Annual reports from the BIA Board are attached and include:

- The BIA Board’s 2023 Annual Report (Attachment 3)
- The 2024 BIA Beautification Report (Attachment 2)
- The BIA Board’s Proposed 2024 Budget (Attachment 1)

Further, there will be a delegation from members of the BIA Board at the April 8, 2024, Committee of the Whole meeting.

The BIA Board presented their proposed 2024 budget (attachment 1) to BIA members via an Annual General Meeting held on March 14, 2024 and approved their budget at a BIA Board meeting on March 11, 2024

Subject to Council approval of the BIA Board’s proposed 2024 budget, staff will finalize the Special Tax Levy By-law to collect a Special Levy from businesses located within the boundaries of the Downtown Whitby Business Improvement Area. The Special Tax Levy will support the initiatives outlined in the proposed 2024 BIA budget and is in addition to the General Tax Levy collected for Town of Whitby services.

**5. Financial Considerations:**

Full Details of the BIA's proposed 2024 budget are included in Attachment 1. Highlights of the proposed 2024 BIA budget are as follows:

- The BIA Board has presented a balanced budget where the proposed 2024 revenues and expenses are equal (at \$282,283).
- Overall, the proposed 2024 BIA budget is \$93,159 lower than the BIA's approved 2023 budget:
  - 2023 approved budget was \$375,442
  - 2024 proposed budget is \$282,283
  - \$50,000 of the decrease in the BIA's 2024 proposed budget is related to the cancellation of the Beer Fest event
- The Special Tax Levy included in the proposed 2024 BIA budget is proposed to increase by 5% or \$10,500 (from \$210,001 in 2023 to \$220,500 in 2024).
  - This special levy, along with event revenues and other revenues, is to fund the BIA Board's operating and capital programs outlined in the BIA's 2024 budget.
  - The Special Tax Levy for the BIA is in addition to the general tax levy and is collected from property owners with property that is within the BIA boundary and is in one of the prescribed business property classes.
- The proposed 2024 BIA budget includes \$29,783 to be funded from reserves (or previous BIA operating surpluses).
  - Town staff do not recommend the practice of using reserves to fund on-going operations and have advised the BIA Board of this during the 2024 BIA budget review;
  - Using reserves to fund on-going operations may lead to higher special tax rate increases in the future or result in core BIA programs/events being cancelled, with no on-going source of funding when reserves are fully depleted;
  - Further, depleted reserves leaves the BIA Board with no "rainy day" fund for unforeseen costs/emergency repairs, etc.
- Note: the financial audit for 2023 has not yet been completed so the 2023 actuals noted in the Proposed 2024 BIA Budget are unaudited at this time and may change following completion of the audit.

**6. Communication and Public Engagement:**

The BIA has held consultation with its members and this budget was voted on and approved at their Annual General Meeting on March 14, 2024.

**7. Input from Departments/Sources:**

The BIA held meetings with staff members from the Finance and Strategic Initiatives Departments as part of developing this proposed budget.

**8. Strategic Priorities:**

This report and the Downtown Whitby Business Improvement Area supports action item 3.2.5 – “Implement initiatives that support our downtowns as thriving destinations” in the Town of Whitby’s Community Strategic Plan.

**9. Attachments:**

Attachment 1 – Proposed 2024 BIA Budget

Attachment 2 – 2024 BIA Beautification Report

Attachment 3 – 2023 BIA Annual Report

Attachment 4 – Downtown Whitby Business Improvement Area Map

Revenue	2024 Budget	2023 YE Estimate	2023 ACTUALS TO SEPT 30 (Unaudited)	2023 Budget	2023 Notes
BIA Tax Levy	\$ 220,500.00	\$ 210,001.00	\$ 155,001.00	\$ 210,000.00	5% increase
T shirts and hoodie sales				\$ -	
GIC Dividends				\$ -	
Donations & Sponsorships	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 21,400.00	Beerfest
Beer Fest Event Income	\$ -	\$ 52,692.00	\$ 52,692.00	\$ 50,000.00	
Cask and Comedy - CANCELLED				\$ -	
Christmas Market	\$ 8,000.00	\$ 7,500.00	\$ 500.00	\$ 8,000.00	Xmas Market
New 2021 Street Event - CANCELLED				\$ -	
Grants - Digital Main Street 3.0		\$ 36,017.54	\$ 36,017.54	\$ 46,349.00	
Grants - Digital Main Street FuturePROOF				\$ -	
Grants - Tourism destination grant		\$ 99,315.67	\$ 99,315.67	\$ -	For Christmas Market and beer fes for 2022
Grants - Central County Partnership grant		\$ 7,000.00			For Beerfest
Shop Durham Region - Regional Funding				\$ -	
Flowers - Town of Whitby Funding	\$ 19,000.00	\$ 19,000.00	\$ 1,344.70	\$ 19,000.00	Still to be invoiced
Extra Taxation Growth in Area				\$ -	
Transfer from Reserve				\$ 693.00	
Surplus from prior years	\$ 29,783.00			\$ -	Surplus in 2022 was \$66,725
Transfer to Petty Cash				\$ -	
In Kind Donations TOW	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	
Regional Municipality of Durham Wage Subsidy					
Ontario BIA Association			\$ -		
Other Revenues				\$ 15,000.00	
<b>Total Revenue</b>	<b>\$ 282,283.00</b>	<b>\$ 447,526.21</b>	<b>\$ 355,870.91</b>	<b>\$ 375,442.00</b>	
Expenditures	2024 Budget	2023 YE Estimate	2023 ACTUALS TO SEPT 30 (Unaudited)	2023 Budget	2023 Notes
<b>Administrative Expenditures</b>					
Salaries and Wages	\$ 120,750.00	\$ 115,000.00	94,539	\$ 115,000.00	
Sponsorship Commission				\$ 7,000.00	
Grant commission	\$ 5,000.00	\$ 24,063.14	\$ 24,063		
Digital Main Street Wages	\$ 18,545.00	\$ 26,208.00	\$ 17,472	\$ 46,349.00	
Digital Main Street FuturePROOF				\$ -	
Shop Durham Region Wages				\$ -	
Benefits	\$ 10,100.00	\$ 10,022.67	\$ 7,517.00	\$ 8,700.00	
Payroll Taxes and Deductions	\$ 8,600.00	\$ 8,510.67	\$ 6,383.00	\$ 12,000.00	
Office Supplies	\$ 2,000.00	\$ 5,000.00	\$ 1,356.00	\$ 4,000.00	
Membership Fees	\$ 1,000.00	\$ 909.00	\$ 909.00	\$ 868.00	
OBIAA Conference				\$ 2,000.00	
Misc. Seminar Fees				\$ -	
Rent	\$ 9,625.00	\$ 9,625.99	\$ 7,126.00	\$ 10,000.00	
Accounting/Auditing	\$ 8,000.00	\$ 7,930.00	\$ 4,930.00	\$ 8,500.00	
Computer Software	\$ 2,000.00	\$ 3,657.33	\$ 2,743.00	\$ 2,000.00	
Storage Unit	\$ 4,428.00	\$ 4,428.00	\$ 3,321.00	\$ 4,995.00	
Banking	\$ 200.00	\$ 200.00	\$ 152.00	\$ 300.00	
Advertising				\$ -	
Computer				\$ 90.00	
<b>Subtotal</b>	<b>\$ 190,248.00</b>	<b>\$ 215,554.80</b>	<b>\$ 170,511.00</b>	<b>\$ 221,802.00</b>	
<b>Capital and Maintenance</b>					
Phone	\$ 1,080.00	\$ 2,085.00	\$ 1,732.00	\$ 2,500.00	
Beautification	\$ 7,000.00		\$ -	\$ 7,000.00	Lightpost banners, STEPS
Flowers & Planters	\$ 24,000.00	\$ 23,911.00	\$ 23,911.00	\$ 19,000.00	Managed by BIA, funded by Town, in & out (Flowers - Town of Whitby Funding under revenue)
Murals	\$ 5,000.00	\$ 1,695.00	\$ 1,695.00	\$ -	Paid for design in the previous year
Data Collection				\$ -	
COVID 19 Expenses				\$ -	
Maintenance	\$ 2,500.00	\$ 1,200.00		\$ 2,500.00	Banner installation and removal (Beer Fest, Remembrance Day)
Other (Capital)				\$ -	
<b>Subtotal</b>	<b>\$ 39,580.00</b>	<b>\$ 28,891.00</b>	<b>\$ 27,338.00</b>	<b>\$ 31,000.00</b>	
<b>Events</b>					
Shop Late Shop Local			\$ -	\$ -	
Beer Festival	\$ -	\$ 61,419.00	\$ 61,419.00	\$ 50,000.00	
Cask and Comedy - new for 21				\$ -	
Christmas Market - 2020	\$ 50,000.00	\$ 50,000.00	\$ 20.00	\$ 50,000.00	
Volunteer Appreciation Event				\$ 1,000.00	
New 2021 Street Event				\$ -	
Other (Events)	\$ 18,000.00	\$ 1,225.52	\$ 1,225.52	\$ 15,000.00	Sidewalk Sale
Shop Durham Region Expenses				\$ -	
<b>Subtotal</b>	<b>\$ 68,000.00</b>	<b>\$ 112,644.52</b>	<b>\$ 62,664.52</b>	<b>\$ 116,000.00</b>	
<b>Promotion and Advertising</b>					
Website - Domain Registration		\$ 6,000.00	\$ 922.00	\$ 40.00	
Hosting & Maintenance	\$ 1,000.00	\$ -	\$ -	\$ 2,600.00	
AODA Compliance				\$ -	
Local Advertising	\$ 2,000.00	\$ 2,832.00	\$ 1,732.00	\$ 2,000.00	
Printing & Production				\$ 1,000.00	
Promotion Items				\$ 1,000.00	
<b>Subtotal</b>	<b>\$ 3,000.00</b>	<b>\$ 8,832.00</b>	<b>\$ 2,654.00</b>	<b>\$ 6,640.00</b>	
<b>Assessment Loss &amp; Reserves</b>					
Digital mainstream grant deferred to 2024	-\$ 18,545.00		- 18,545.00		Balance of Digital Mainstream Grant of \$46,349 to be applied to salary in 2024
Grant received in 2023 for 2022 Events		\$ 99,315.68	\$ 99,315.68	\$ -	Transfer of Grant by Audit to 2022 because was for 2022 Beerfest and Xmas market
Commision paid on 2022 Grants		\$ (24,063.14)	\$ (24,063.14)	\$ -	Transfer of Commission paid by Audit to 2022 related to 2022 grants and sponsorships
<b>Subtotal</b>	<b>\$ (18,545.00)</b>	<b>\$ 75,252.54</b>	<b>\$ 56,707.54</b>	<b>\$ -</b>	
<b>Total Expenditures</b>	<b>\$ 282,283.00</b>	<b>\$ 441,174.86</b>	<b>\$ 319,875.06</b>	<b>\$ 375,442.00</b>	
<b>Surplus/Deficit</b>	<b>\$ -</b>	<b>\$ 6,351.35</b>	<b>\$ 35,995.85</b>	<b>\$ -</b>	

# BEAUTIFICATION REPORT

## DOWNTOWN WHITBY BIA

209 Dundas St. E, Whitby, Ontario, L1N 7H8

[www.whitbybia.org](http://www.whitbybia.org)

[info@whitbybia.org](mailto:info@whitbybia.org)

(905) 431 - 3271

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Whitby



## ABOUT THE BIA

Historic Downtown Whitby is more than just a downtown; it's a destination. In the heart of the Durham Region, Downtown Whitby offers a unique mix of historic charm and modern vibrancy. In 2017, business and property owners within the downtown voted to establish the Downtown Whitby Business Improvement Area (DWBIA). Since then, the DWBIA has continued to serve business and property owners through advocacy, beautification, and tourism efforts.

As a town-supported organization, the DWBIA accounts for the downtown core as a whole and operates to benefit all businesses within the area. In the past six years, the DWBIA has completed meaningful work that has put Downtown Whitby on the map as a destination of choice.

This report contains an overview of the BIA's beautification initiatives for 2024.

# PLANTERS & FLORAL BASKETS

02



## PLANTERS & FLORAL BASKETS

Since 2022, the Downtown Whitby BIA has been managing the installation of floral baskets and planters in the downtown along Brock Street as part of its annual beautification initiatives. Previously managed by Town of Whitby, BIA staff have since been overseeing this project from start to finish. While the Town of Whitby covers the associated costs, the Downtown Whitby BIA oversees the procurement process, selection of the foliage, fulfillment of invoices, and maintenance.



In 2024, the Downtown Whitby BIA will continue to manage this beautification initiative. In efforts to support local businesses, the BIA aims to collaborate with local vendors or nurseries to procure a variety of colorful and seasonal foliage.



This beautification initiative not only adds a burst of color and beauty to the streets but also fosters a sense of community pride and engagement. Businesses, residents and visitors alike can enjoy the visual display of blossoming flowers and lush greenery, enhancing the overall ambiance of the downtown!

# PATIOS & LIGHT POST ACTIVATIONS

03

## PATIOS & LIGHT POST ACTIVATIONS

In 2024, the The Downtown Whitby BIA will once again partner with the Town of Whitby to install its annual on-street patio on the northeast corner of Brock St. & Colborne St., in front of the businesses along Brock St. This beautification initiative allows local businesses to utilize the space to expand their seating capacity and attract more customers, and contributes to a vibrant street scene, encouraging foot traffic and fostering a sense of community connection.

The Town of Whitby will oversee the installation process of the patio while the BIA will provide Adirondack chairs and picnic tables as well as floral planters for this space.

As the 2024 holiday season approaches, the Downtown Whitby BIA will continue to work with the Town of Whitby to activate the lightposts along Brock Street, illuminating the streets with a magical and festive glow.

As done so in previous years, the DWBIA and the Town of Whitby will work with Skedaddle Wildlife to install lit garlands and bows, and winter-themed banners and lights.





## STOREFRONT WINDOW ART ACTIVATIONS

In fall of 2023, the Downtown Whitby BIA (DWBIA) partnered with Whitby Economic Development and STEPS Public Art to facilitate an upcoming public art initiative that aims at transforming storefronts into vibrant storytelling windows, depicting the past, present, and future of Downtown Whitby.

The project seeks to foster inclusivity, economic revitalization, and cultural tourism. STEPS Public Art and Whitby Economic Development have both offered to contribute to the BIA's budget for this project to ensure an ethical artist selection process, and recruitment of a well qualified artist for the project.

The team worked closely to identify the following four business locations, aiming to complete art installations in 2024:

- One More Cocoa
- Multiplex Office
- Couture Alterations
- Turquoise Boutique

The selected businesses look forward to having their storefronts beautified as it fosters community pride, supports local artists and attracts visitors to the area.



## DOWNTOWN WHITBY EARTH DAY CLEANUP

April 22, 2024 is Earth Day! Earth Day is an annual event aimed at demonstrating support for environmental protection. It serves as a reminder of the importance of preserving our planet, and a day to reflect on its beauty.

Earth Day is marked by a wide range of activities and initiatives, both large-scale and grassroots. The Downtown Whitby BIA plans to do its part by hosting a Downtown Whitby cleanup campaign.

The BIA's Board of Management, along with BIA members, and prospective volunteers will be invited to join forces to clean up our downtown and restore its beauty by removing litter and debris! After all, a clean and welcoming downtown is a downtown worth visiting and Downtown Whitby is no exception!

Beyond April 22nd, the DWBIA hopes this initiative will serve as a reminder that every day is an opportunity to make a positive impact on our communities and our planet through our individual choices, collective efforts, and commitment to protect and preserve the Earth for future generations.



# ANNUAL REPORT

## DOWNTOWN WHITBY BIA

209 Dundas St. E, Whitby, Ontario, L1N 7H8

[www.whitbybia.org](http://www.whitbybia.org)

[info@whitbybia.org](mailto:info@whitbybia.org)

(905) 431 - 3271

20  
23



Whitby

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## ABOUT THE BIA

Historic Downtown Whitby is more than just a downtown; it's a destination. In the heart of the Durham Region, Downtown Whitby offers a unique mix of historic charm and modern vibrancy. In 2017, business and property owners within the downtown voted to establish the Downtown Whitby Business Improvement Area (DWBIA). Since then, the DWBIA has continued to serve business and property owners through advocacy, beautification, and tourism efforts.

As a town-supported organization, the DWBIA accounts for the downtown core as a whole and operates to benefit all businesses within the area. In the past six years, the DWBIA has completed meaningful work that has put Downtown Whitby on the map as a destination of choice.

This report contains an overview of the BIA's 2023 initiatives, events, advocacy and communication efforts, and 2024 financials.





## NEW BOARD OF MANAGEMENT

The Downtown Whitby Business Improvement Area's (DWBIA) Board of Management oversees the improvement, beautification and maintenance of municipally-owned land and works to promote the downtown as a business and shopping area. Together with BIA staff members, they strive to execute the mission: "Feet on the street, dollars through the doors". This mission is achieved through place-making attractions, signature events, and both traditional and digital marketing.

Each member of the BIA Board of Management is elected by the BIA membership and must be an owner or tenant of commercial or industrial property within the BIA, or an individual appointed by a Corporation that is the owner or tenant of commercial or industrial property within the BIA.

At the 2022 Annual General Meeting (AGM), the Downtown Whitby BIA approved a proposed slate of eight new BIA Board of Directors for the 2022-2026 Term. Each new member, presented as follows, is thrilled to join the board and committed to represent the BIA membership across Downtown Whitby.

# NEW BOARD OF MANAGEMENT

03

JD

## **JENNIFER DIGUER** CHAIR

Jennifer Diguer is the Owner of Reiki Spirit Healing. For the past 10 years, she has volunteered with various community organizations, including Well Earth Collaborative. As a new business owner, she looks forward to helping promote the vibrant downtown core.

DP

## **DIANDRA PERSAUD** VICE-CHAIR

Diandra Persaud is the Owner of Pranic Traditions. She has a background in Corporate Consulting and loves the downtown Whitby business community. She joined the BIA Board this year in hopes of furthering business transformation and improvement in the area.

BM

## **BOBBY MCBRIDE** TREASURER

Bobby McBride is a Financial and Investment Advisor with a passion for community engagement. He's very active within the Durham community and serves various boards throughout. This year, he was appointed to the BIA Board on behalf of The Food and Art Café.

NN

## **NELLA NOAKES** SECRETARY

Nella Noakes is the Owner of Unique Town Boutique. She has hosted many events at the Promenade over the years, including the Annual Winter Wonderland, and has always stepped up as an active and engaged member of the Downtown Whitby BIA.

CC

## **CORINA CONTRERAS** BOARD MEMBER

Corina Contreras is the Owner of Crystal Bliss and has been actively engaged with neighboring businesses in cross-promotion initiatives. She joined the BIA Board this year in hopes of taking that community engagement to the next level.

# NEW BOARD OF MANAGEMENT

04



JF

## **JAYNE FLIELER**

BOARD MEMBER

Jayne Flieler is the Owner of Jayne Fashion Boutique. She loves the tight-knit business community on Brock St and is very involved in cross-promotion initiatives. She also clothes and styles her fellow neighboring business owners when they have functions to attend.



JD

## **JEANNIE DHUN**

BOARD MEMBER

Jeannie Dunn is the Founder of Osteo Genie Wellness Hub. She has a unique background in Nursing, Osteopathy, and Energy & Movement Medicine. She loves the downtown Whitby community and has a passion for helping others on their health and wellness journey.



SD

## **STEPHANIE DAGA**

BOARD MEMBER

Stephanie Daga is the Owner of Blush Pretty Inc. and Lowe & Simone. With two thriving downtown businesses, Stephanie is motivated to help further the growth and development of the Downtown Whitby business community.



ER

## **MAYOR ELIZABETH ROY**

MAYOR, TOWN OF WHITBY

Elizabeth Roy has been a Member of Council for seventeen years and is serving her first term as Mayor of Whitby. She has held a variety of roles on both local and regional boards and committees, including the Downtown Whitby BIA.



CC

## **CHRISTY CHRUS**

LIASON, TOWN OF WHITBY

Christy Chrus is the Manager of Creative Communications at the Town of Whitby. She is very active in the Whitby community and has been an indispensable resource for the BIA, assisting with navigation of new projects, initiatives, and community concerns.

## BIA STAFF MEMBERS

The Downtown Whitby BIA is operated by two full time staff members who manage the day-to-day administration of the BIA. Executive Director, Clorraine Dennie, and Marketing & Communications Manager, Nina Hotak, have been working diligently over the last two years to help ensure the success of the BIA programs and projects established in previous years as well as new initiatives.

In 2023, the DWBIA also welcomed Lorena Purchase to the team to serve as Digital Main Street Ambassador, assisting businesses with DMS Grants applications and enhancing their online presence.



### **CLORRAINE DENNIE** EXECUTIVE DIRECTOR

Clorraine Dennie is a seasoned BIA professional. With over 10 years of BIA leadership experience and a passion for community partnerships and local economic development, she has been determined to make Downtown Whitby a vibrant destination in Durham Region.



### **NINA HOTAK** MARKETING & COMMUNICATIONS MANAGER

Nina Hotak joined the BIA in 2022 to oversee the Shop Durham Region Online Marketplace and took on the role of Marketing & Communications Manager in 2023. She has a background in Digital Marketing, e-Commerce, and Graphic Design.



### **LORENA PURCHASE** DMS DIGITAL SERVICE AMBASSADOR

Lorena Purchase is the Owner of Brock St. Espresso. She served as Chair of the BIA Board of Directors in the previous term. This year, she took on the role of Digital Main Street Ambassador and has helped businesses to receive DMS grants and enhance their online presence.

## DIGITAL MAIN ST.

Digital Main Street (DMS) is an innovative program designed to help main street small businesses achieve digital transformation. The program is built around an online learning platform, structured training programs, grants and Digital Service Squad teams of street-level experts that help main street small businesses manage and grow their operations through technology adoption.

In 2022, The Downtown Whitby BIA successfully secured nearly \$47,000 in funding through Digital Main Street. This allowed the BIA to hire Lorena Purchase as the new Digital Service Squad Member in 2023. Lorena's vast business experience, as well as connection to and familiarity with Downtown Whitby allowed her to successfully take on the new role.

From May 2023 to December 2023, Lorena was able to serve 100 businesses in person, as well as virtually via phone, zoom, and email. Additionally, she assisted several businesses in securing the \$2,500 Digital Transformation Grant, while also helping businesses improve their digital literacy and enhancing their online presence on various social media platforms.



## DOWNTOWN WHITBY Meet & Greet

### **DOWNTOWN WHITBY MEET & GREET**

On Tuesday, March 21, 2023, the Downtown Whitby BIA joined the Town of Whitby and the Whitby Chamber of Commerce for a drop-in style Meet and Greet event at Brock Street Brewery.

The event had an impressive turnout, and fostered valuable connections among the participating Downtown Whitby business and property owners. Everyone had the opportunity to engage in networking, getting to know their neighbors and local community, and learning more about upcoming activities and initiatives.

Each of the three participating organizations had a designated booth with informative presentations to engage attendees and facilitate interactive discussions, as well as gain valuable community feedback and insights. The Downtown Whitby BIA distributed postcards equipped with QR codes and was able to encourage attendee registration for upcoming signature events, as well as offering avenues for inquiries, feedback, and deeper engagement with the BIA's mission and activities.

## BUILDING NEW PARTNERSHIPS

One of the ongoing goals of the Downtown Whitby BIA is to continue to build and foster partnerships within Whitby in efforts to develop a more vibrant and engaged community.

The BIA is pleased to announce collaboration this year with the Whitby Legion and Wounded Warriors Canada for a Remembrance Day initiative. Additionally, the BIA formed partnerships with Visit Durham Region for the Holidays, as well as Beech Street Theatre Company, Crock A Doodle Whitby, North Brothers, and Kaylan Phillips Videography, all of whom participated in the 2023 Christmas Market.



**NORTH BROS.**  
FILMS



## WHITBY HOMELESSNESS TASK FORCE

Durham is currently the fastest-growing region in Canada, with Whitby alone expecting an additional 101,000+ residents by 2051.

As the Town of Whitby continues to grow, there is also a growing concern for homelessness and food insecurity. The Downtown Whitby BIA members have reported numerous occasions of people experiencing homelessness in the area. In efforts to address this important issue in the community, the Downtown Whitby BIA joined the Town of Whitby's new Homelessness Task Force which strives to serve as an integrated and accessible system of supports to help those in need.

The new Whitby Homelessness Task Force was created by the Town to focus and partner on several initiatives related to shelter, food security, and other supports for those experiencing homelessness. Current initiatives include:

- A new shelter for individuals, seniors, and families experiencing homelessness (1635 Dundas)
- Durham's first family shelter (316 Colborne Street West)
- A "marketplace model" foodbank for working families & individuals
- Programming to support those experiencing homelessness in Whitby

Whitby's new Homelessness Task Force includes members from the Town of Whitby, Whitby Public Library, Durham Region Income, Employments and Homelessness Supports Division, Durham Regional Police, Salvation Army, and the Downtown Whitby Business Improvement Area (BIA).



## REMEMBRANCE DAY

In November of 2023, the Downtown Whitby BIA, in partnership and consultation with the Whitby Legion and Wounded Warriors Canada (WWC), created a Banner to commemorate Remembrance Day and honour our Veterans. The banner was displayed at the Whitby Public Library's central location in Downtown Whitby.

Wounded Warriors Canada is a nationally recognized organization and mental health service provider dedicated to serving ill and injured Trauma Exposed Professionals (TExPs) and their families in both official languages.

The organization recognizes that only through ongoing partnerships, multi-organizational collaboration, and sustained community involvement can TExP's and their families recover from their injuries and return to a state of well-being in community.

Their range of clinically facilitated programs are developed to support individuals, couples and spouses,

surviving Family members, and children of those who serve or have served our country and communities.

The Downtown Whitby BIA is proud and honoured to have partnered with the WCC and Whitby Legion on this project, and hopes to continue to foster this relationship in the years to come.



## Tourism Relief Fund



### GRANT APPLICATIONS

Towards the end of 2022, The Downtown Whitby BIA applied for and successfully secured a non repayable contribution of \$100,000 from Federal Economic Development Agency for Southern Ontario (FedDevOntario) and Central Counties Tourism to boost economic viability of the downtown by providing a welcoming experience for visitors.

The contribution was part of the Government of Canada's Tourism Relief Fund, delivered by the Federal Economic Development Agency for Southern Ontario. Central Counties Tourism received \$8.65 million from FedDevOntario to help local tourism organizations and businesses safely welcome back visitors, recover from the impacts of the pandemic and prepare for future growth.

The generous funding from Central Counties and FedDevOntario allowed for the BIA to divert some expenses and free up some cashflow to expand existing events. The grant was able to cover the majority of the costs of the BIA's main signature events in 2023, the Downtown Whitby Beer Fest and Christmas Market.

In 2023, the Downtown Whitby BIA was also able to secure an additional \$7,000 in sponsorship funds from Central Counties Tourism for the Downtown Whitby Beer Fest, thereby significantly reducing the cost of running this major event.

Canada 



## PLANTERS & FLORAL BASKETS

As part of its beautification efforts for 2023, the Downtown Whitby BIA worked with Ranger Greenhouses to install floral baskets and planters along Brock Street. The BIA oversaw the procurement process, including picking out the foliage, ensuring maintenance, and fulfilling invoices, while the Town of Whitby covered the associated costs.

## LIGHT POSTS & PATIOS

Continuing its seasonal beautification traditions, the BIA partnered with the Town of Whitby in the summer of 2023 to install the on-street patio in front of the businesses along the northeast corner of Brock Street. The DWBIA provided the floral planters as well as several Adirondack chairs and picnic tables for the installation.

During the holiday season, the DWBIA wrapped all of the light posts along Brock Street in lit garlands and bows. The Town of Whitby completed the activation by installing winter-themed banners and lit snowflakes for a festive ambiance.



## **STEPS PUBLIC ART PARTNERSHIP DOWNTOWN WHITBY WINDOW ART INITIATIVE**

In fall of 2023, the Downtown Whitby BIA (DWBIA) partnered with Whitby Economic Development and STEPS Public Art to facilitate an upcoming public art initiative that aims at transforming storefronts into vibrant storytelling windows, depicting the past, present, and future of Downtown Whitby.

The project seeks to foster inclusivity, economic revitalization, and cultural tourism.

Both STEPS Public Art and Whitby Economic Development offered to contribute to the BIA's budget for this project to ensure an ethical artist selection process, and recruitment of a well qualified artist for the project.

The team worked closely to identify the following four business locations, aiming to complete art installations by spring/summer of 2024:

- One More Cocoa
- Multiplex Office
- Couture Alterations
- Turquoise Boutique





## DOWNTOWN WHITBY BEER FEST

The Downtown Whitby BIA (DWBIA) introduced Beer Fest as a signature event in 2018. Since then, this event has taken place on the second Saturday of September. Beer Fest highlights the best that Durham Region has to offer in both breweries and grassroots musical talent, drives visitor traffic to Downtown Whitby, and makes historic Downtown Whitby a tourism destination of choice. The event has become much anticipated among residents and visitors alike. In 2022, it even won the Durham Region Reader's Choice Diamond Award for Best Local Event!

The 2023 Beer Fest took place on September 8 and September 9 in Celebration Square (405 Dundas St. W). The BIA hosted a total of three sessions and was able to draw over 1100 people to Downtown Whitby, locally and even from the GTA.

Attendees were able to sample drinks from 10 amazing vendors, including Brock Street Brewing, Town Brewery, Glory Days Brewing, 5-Paddles, C'est What Durham, Paniza Brewing, Old Flame Brewing, Sir Monty's Brewing, Durham Distillery and Hip Vodka.

Attendees paired their drinks with authentic wood-fire pizzas from Lowland Fire Foods, and snacks and Jerk chicken from Express Fusion. Patrons were able to capture the fun with selfies at the photo kiosk. To complete the festival vibes, everyone jammed out to the sweet tunes of Zac Honey, Justin Cooper, Ian Conboy, The Doozies, as well as Beer Fest first-timers, Gypsy Blue, who instantly became a crowd favourite!

This year, the BIA also launched a brand new Beer Fest website aiming not only to bolster its marketing efforts but also to lower the fees tied to ticket and token sales, offering a much more cost-effective alternative to platforms such as Eventbrite. The website effectively showcased each sponsor, vendor, and musician by offering brand descriptions and relevant backlinks to their websites and social media profiles.

The BIA was able to secure \$17,500 in sponsorships in addition to the FedDevOntario Tourism Grant to help fund this event. Sponsors included:

- Central Counties Tourism
- Durham Tourism
- Dentistry on Dundas
- Brookfield Residential
- 360 Insights
- Jacquelynn Tanner, Sutton Group





Sponsorship dollars, ticket sales, token sales and a strategic budget allowed the BIA to successfully host this event at a significantly reduced cost this year compared to previous years. As is the case each year, the overall feedback from all participants and guests was very positive!

During Beer Fest 2023, the BIA collected postal codes from visitors, a sample of which was used by Central Counties Tourism to conduct a Postal Code Analysis. The data was based on a sample of 388 postal codes and is summarised as follows:

- 6.70% attendees tourists (40km+) vs. 93.3% locals
- 33.5% attendees visible minority group
- Avg. Household Income: \$148, 402
- Avg. Age of Household Maintainer: 51
- Top 10 markets that visited: Whitby (57.99%), Oshawa (12.89%), Ajax (7.73%), followed by Toronto, Pickering, Clarington, Markham, Mississauga, Stouffville, & Quebec.
- Top 5 social media apps used by attendees: Facebook, Youtube, WhatsApp, Instagram, & LinkedIn

This data was helpful in shedding light on which markets came to Beer Fest and which ones the BIA could target in the future.



## DOWNTOWN WHITBY CHRISTMAS MARKET

Alongside Beer Fest, the Downtown Whitby BIA also introduced Christmas Market as a signature event in 2018. Christmas Market allows friends and families to come together to celebrate the spirit of Christmas by enjoying winter activities, live music, delicious eats, warm fires, white lights and the best holiday shopping in Durham Region. This event has become a well-loved tradition in Downtown Whitby and was able to snag the Durham Region Reader's Choice Platinum Award in 2021, as well as the Diamond Award in 2022, for Best Local Event.

The 2023 Christmas Market took place on November 18 in Celebration Square (405 Dundas St. W.). This new date allowed the BIA to take advantage of much better weather so visitors could stroll the downtown after enjoying the market. This free, family-friendly event drew interest from over 4,500 people, and was very well attended and received by all participants and visitors alike. Similar to last year, the BIA offered Downtown Whitby BIA Member businesses a free designated booth at the Square to showcase their products and services and promote their business.



The 2023 Christmas Market featured amazing marketplace vendors from the downtown, fabulous food vendors including Gangster Cheese and Express Fusion, performances from Beech Street Theatre Company and Zac Honey, and festive activities including Christmas crafts with Crock-a-Doodle, face painting, and photos with Santa!



This year, the Downtown Whitby BIA saw an unprecedented increase in traffic not just at Celebration Square but also throughout the downtown as witnessed by many BIA businesses. Within the first hour of opening, the BIA ran out of all 500 complimentary tote bags and brochures which highlighted event activities and promoted participating businesses in the area. Several of the vendors at Celebration Square were completely sold out midway through the event.



Activity stations were consistently full through out the event. Attendees eagerly lined up to have photos of their little ones taken with Santa. The face painting booth was packed through out the day with the artists barely taking a break. The Crock-a-Doodle craft station ran out of ornaments within a few hours of the event, but luckily the DWBIA came prepared with a fun backup painting activity for the kids.

Efforts were made to drive this traffic further by offering free rides on the Town Trolley which saw long line-ups all day with the driver reporting to have onboarded at least 1000 visitors. The trolley made quick and frequent stops around the downtown including to and from Unique Town Boutique's Third Annual Winter Wonderland on Mary Street, which also had an impressive turnout.

The BIA provided each participating business with an event A-Frame sign to place at their storefront for additional visibility. Each business was also given the opportunity to provide coupons, swag, and other marketing material for the BIA to distribute to visitors at Celebration Square. These promotional items too, were all collected within the first

few hours of the event along with the tote bags and brochures.

The Downtown Whitby BIA was able to secure \$10,000 in sponsorship for this year's Christmas Market. Sponsors included:

- Trafalgar Castle School
- Durham Tourism
- Blyth Academy
- Brookfield Residential
- Jacquelynn Tanner, Sutton Group

This generous funding in addition to the FedDevOntario Tourism Grant assisted the BIA greatly in covering the majority of the costs of running this major event. The BIA gained valuable insights this year and is sure to make this annual event even better in years to come!





## LADIES NIGHT SIP AND SHOP

In late September of 2023, the DWBIA facilitated a Ladies Night shopping extravaganza in efforts to support its local businesses. Select shops joined in on the fun, extending their hours for an evening of exclusive shopping, complete with enticing sales, swag bags, treats and more. There was a beautiful outdoor market along the Promenade with over 25 vendors! The Downtown Whitby BIA provided branded shopping bags & balloons, adding a touch of charm to the festivities. The event reached close to 10,000 accounts on Facebook and Instagram organically with nearly 200 shares, and was further amplified by the Town of Whitby & BIA partners.



## GRAND OPENINGS

The Downtown Whitby BIA has hosted many Grand Openings over the years since its establishment in 2017. With every new business that opens its doors within the BIA boundaries, the BIA makes sure to reach out and welcome the business and business owners to the community. The BIA helps to facilitate each grand opening by inviting special dignitaries. On the day of, the BIA leads the formal portion of the grand opening which includes remarks from the attending dignitaries, as well as the ribbon-cutting ceremony, for which the BIA supplies the ribbon and large scissors.

Throughout 2023, Downtown Whitby welcomed many new businesses to the community, and the BIA organized and celebrated many of their Grand Openings. These new businesses included *Indraprastha Kitchen & Bar*, *Marito's Coffee and Things*, *Harbord Fish & Chicken*, *Coryma Dental* and *Lloyd's Lunchbox*. The DWBIA also welcomed *Style Loft Boutique*, *Branton Law* and *Another Spin Records*!

The DWBIA hopes to welcome more new businesses in 2024 and looks forward to celebrating many more grand openings!



## **INDRAPRASTHA KITCHEN & BAR**

227 BROCK ST S

*Grand Opening:  
March 11, 2023  
11:00am*



## **MARITO'S COFFEE & THINGS**

105 MARY ST W

*Grand Opening:  
July 23, 2023  
9:00am*



## **HARBORD FISH & CHICKEN**

201 DUNDAS ST W

*Grand Opening:  
August 18, 2023  
11:00am*



# 2023 EVENTS

23



## **CORYMA DENTAL**

220 DUNDAS ST W

*Grand Opening:  
September 29, 2023  
12:00pm*

## **LLOYD'S LUNCHBOX**

111 DUNDAS ST W

*Grand Opening:  
November 1, 2023  
2:00pm*



## **ADDITIONAL GRAND OPENINGS**

*Style Loft Boutique  
Branton Law  
Another Spin Records*



## SOCIAL MEDIA, E-NEWSLETTERS & PRINT MARKETING

The Downtown Whitby BIA continues to leverage social media to communicate to the BIA membership, residents, and tourists. The majority of the BIA's social media graphics, and content is created in-house. Similarly, most of the photos shared on social media are sourced by the BIA team and all copy is written by the BIA team, making social media a laborious, but worthwhile task.

In 2023, the BIA had five large social media campaigns: *Downtown Whitby Appreciation Month*, *Beer Fest*, *Christmas Market*, *Ladies Night*, and *Discover Downtown Whitby Holiday Campaign*. These campaigns were carried out on all platforms across the social media board.

The BIA team manages 3 Facebook pages (Downtown Whitby BIA, Whitby Christmas Market, and Whitby Beer Fest) along with the official BIA Twitter, Instagram, and LinkedIn accounts. The BIA also has a Youtube Channel which it hopes to revive in the coming years with high quality video content.



The table below depicts the steady growth in followers across the BIA's main social media channels.

In 2023, the Downtown Whitby BIA focused its social media efforts on Instagram, being the platform that typically gets the most engagement. Throughout the year, the BIA was able to increase its Instagram following organically by 25.67% compared to a 10% increase from the previous year.

In addition to social media, the BIA also relies on monthly e-newsletters to communicate with its members. These newsletters include information about events, programs, initiatives, and important BIA & Town of Whitby

updates. In 2023, a consistent and above average email open rate indicates that communications are being received effectively.

In 2023, the BIA also created brochures as part of its Christmas Market print-marketing efforts. The brochures were designed in-house and highlighted event activities as well as a map of the Town Trolley stops. It also promoted participating businesses in the area as well as market sponsors. The brochures were distributed to visitors at Celebration Square along with coupons, and branded Downtown Whitby BIA tote bags which were also a big hit.

SOCIAL MEDIA PLATFORM	2022	2023	INCREASE (%)
INSTAGRAM	3,611	4,538	927 (25.67%)
FACEBOOK	2,117	2,324	207 (9.78%)
X (TWITTER)	991	1,052	61 (6.15%)



## DOWNTOWN WHITBY APPRECIATION MONTH

In March of 2021, the Downtown Whitby BIA launched a marketing campaign called Downtown Whitby Appreciation Month (WAM) in efforts to support BIA businesses, engage residents and keep Downtown Whitby top of mind.

The campaign leveraged social media to encourage residents to shop and support local and show their appreciation for Downtown Whitby. After great feedback and success, the BIA decided to make March the official Downtown Whitby Appreciation Month (WAM).

In 2023, the Downtown Whitby BIA successfully ran the campaign again and collaborated with twelve BIA member businesses to host gift card giveaways on social media, generating an increase in followers and putting dollars directly in the pockets of participating businesses.

The 2023 lineup of businesses included, Blush Pretty, Lowe & Simone, Computer Parts & Direct, Osteo Genie Wellness Hub, Unique Town Boutique, Bohemian Bliss Yoga, Artisanthropy, Words on Wood, Crystal Bliss, Jayne Fashion, Pranic Traditions and Frame by Design.



## BLUSH PRETTY

117 Brock St. S  
2nd Floor Unit 1

BlushPretty is your premier provider of makeup and hair for bridal and special events in the Durham region.

**Fun Fact:** BlushPretty has had the pleasure of providing services to many celebrities, including Lucy Lawless, a.k.a Xena the Warrior Princess! If you grew up in the 90s – you know her character was iconic!

BLUSH  
PRETTY



## VISIT DURHAM REGION COLLABORATION

During the holidays, the Downtown Whitby businesses decorated and lit up their windows with the most festive displays! Inspired by the festive ambiance, and to get everyone into the holiday spirit, the Downtown Whitby BIA hosted a Downtown Whitby Photo Contest in partnership with Visit Durham Region on Instagram. The coordinators from Visit Durham Region went strolling through the downtown in early December to capture video reels of all the festive window displays. What better way to encourage holiday shopping and invite shoppers to explore BIA businesses!

The video reel was posted to Instagram and followers were encouraged to go out and snap a photo with their favourite shop and window display, for a chance to be entered into a draw for a \$100 Downtown Whitby Gift Card.

Nearly 20 holiday window displays were captured by the Visit Durham Region team, with the collaborative post reaching 3,500 accounts on Instagram with nearly 6000 video playbacks, and dozens of shares!

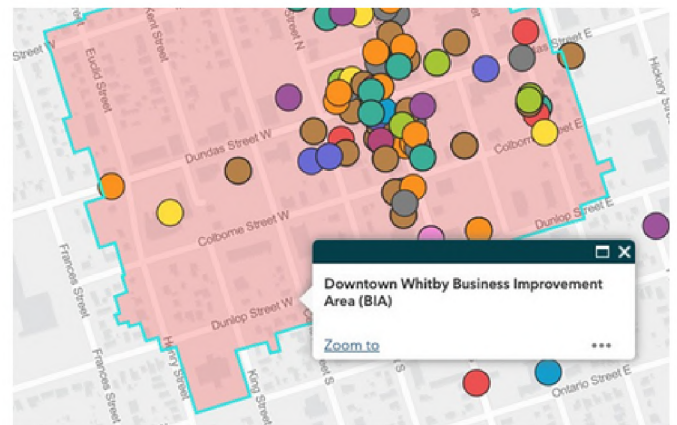


## DISCOVER DOWNTOWN WHITBY: HOLIDAY SHOPPING CAMPAIGN

In December of 2023, the Downtown Whitby BIA launched a holiday social media campaign called “Discover Downtown Whitby”. The goal of this campaign was to encourage local shopping during the busy holiday season and support local BIA businesses. From December 13 until December 21, 2023, the BIA featured a total of ten Downtown Whitby businesses across its social media platforms.

With the launch of the campaign, the DWBIA also promoted the Town of Whitby’s GIS mapping platform, Shop Where You Live-Whitby. This platform allows users to apply filters to the map to see the businesses within a

set of categories, with BIA members businesses being highlighted in the red centre area of the map. Businesses that did not have their information uploaded to the platform were, and still are, encouraged to add their details to the site through designated business intake form.



## WEBSITE REVAMP INITIATIVE

In 2021, the Downtown Whitby BIA's website was redeveloped in order to make sure it complied with the AODA standards that came into effect in January 2021. The BIA worked to improve the accuracy of the site and its directory and this large-scale project was carried into subsequent years. The BIA website serves as a tool for BIA members as well as visitors of the downtown, to access information on a number of topics.

In 2023 the Downtown Whitby BIA recognized that in order for the website to be fully leveraged as an effective informational and marketing tool, it would need a major update and revamp.

Various web developers were sought out to get the project started, however, due to time constraints, this large scale project will be carried into 2024.



☎ (905) 431-3271 ✉ [info@whitbybia.org](mailto:info@whitbybia.org)



☰ Menu

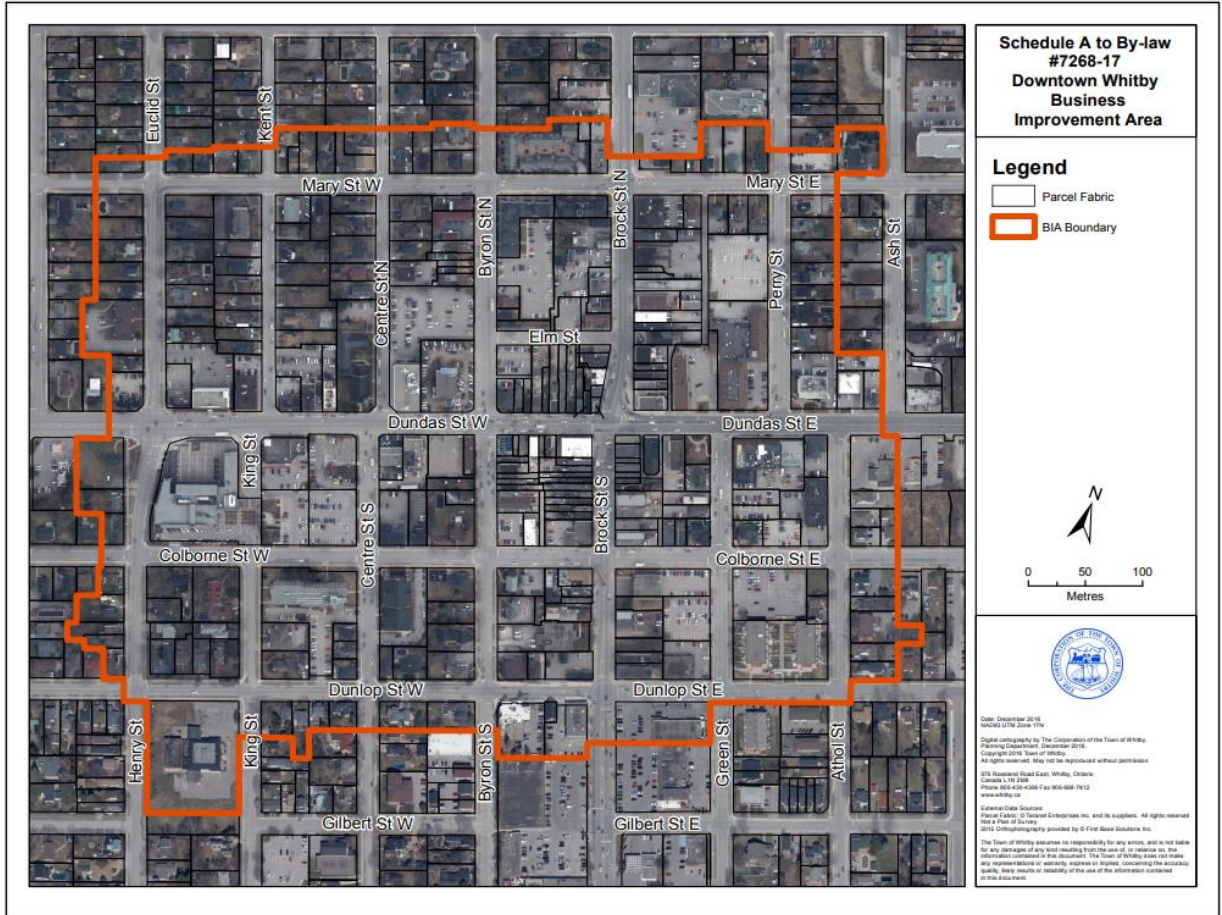


# 2024 FINANCIALS

30

## 2024 PROPOSED BUDGET

Revenue	2024 Budget	2023 YE Estimate	2023 ACTUALS TO SEPT 30 (Unaudited)	2023 Budget	2023 Notes
BIA Tax Levy	\$ 220,500.00	\$ 210,001.00	\$ 155,001.00	\$ 210,000.00	5% increase
T shirts and hoodie sales				\$ -	
GIC Dividends				\$ -	
Donations & Sponsorships	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 21,400.00	Beerfest
Beer Fest Event Income	\$ -	\$ 52,692.00	\$ 52,692.00	\$ 50,000.00	
Cask and Comedy - CANCELLED				\$ -	
Christmas Market	\$ 8,000.00	\$ 7,500.00	\$ 500.00	\$ 8,000.00	Xmas Market
New 2021 Street Event - CANCELLED				\$ -	
Grants - Digital Main Street 3.0		\$ 36,017.54	\$ 36,017.54	\$ 46,349.00	
Grants - Digital Main Street FuturePROOF				\$ -	
Grants - Tourism destination grant		\$ 99,315.67	\$ 99,315.67	\$ -	For Christmas Market and beer fes for 2022
Grants - Central County Partnership grant		\$ 7,000.00			For Beerfest
Shop Durham Region - Regional Funding				\$ -	
Flowers - Town of Whitby Funding	\$ 19,000.00	\$ 19,000.00	\$ 1,344.70	\$ 19,000.00	Still to be invoiced
Extra Taxation Growth in Area				\$ -	
Transfer from Reserve				\$ 693.00	
Surplus from prior years	\$ 29,783.00			\$ -	Surplus in 2022 was \$66,725
Transfer to Petty Cash				\$ -	
In Kind Donations TOW	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	
Regional Municipality of Durham Wage Subsidy					
Ontario BIA Association			\$ -		
Other Revenues				\$ 15,000.00	
<b>Total Revenue</b>	<b>\$ 282,283.00</b>	<b>\$ 447,526.21</b>	<b>\$ 355,870.91</b>	<b>\$ 375,442.00</b>	
Expenditures	2024 Budget	2023 YE Estimate	2023 ACTUALS TO SEPT 30 (Unaudited)	2023 Budget	2023 Notes
<b>Administrative Expenditures</b>					
Salaries and Wages	\$ 120,750.00	\$ 115,000.00	\$ 94,539	\$ 115,000.00	
Sponsorship Commission				\$ 7,000.00	
Grant commission	\$ 5,000.00	\$ 24,063.14	\$ 24,063		
Digital Main Street Wages	\$ 18,545.00	\$ 26,208.00	\$ 17,472	\$ 46,349.00	
Digital Main Street FuturePROOF				\$ -	
Shop Durham Region Wages				\$ -	
Benefits	\$ 10,100.00	\$ 10,022.67	\$ 7,517.00	\$ 8,700.00	
Payroll Taxes and Deductions	\$ 8,600.00	\$ 8,510.67	\$ 6,383.00	\$ 12,000.00	
Office Supplies	\$ 2,000.00	\$ 5,000.00	\$ 1,356.00	\$ 4,000.00	
Membership Fees	\$ 1,000.00	\$ 909.00	\$ 909.00	\$ 868.00	
OBIAA Conference				\$ 2,000.00	
Misc. Seminar Fees				\$ -	
Rent	\$ 9,625.00	\$ 9,625.99	\$ 7,126.00	\$ 10,000.00	
Accounting/Auditing	\$ 8,000.00	\$ 7,930.00	\$ 4,930.00	\$ 8,500.00	
Computer Software	\$ 2,000.00	\$ 3,657.33	\$ 2,743.00	\$ 2,000.00	
Storage Unit	\$ 4,428.00	\$ 4,428.00	\$ 3,321.00	\$ 4,995.00	
Banking	\$ 200.00	\$ 200.00	\$ 152.00	\$ 300.00	
Advertising				\$ -	
Computer				\$ 90.00	
<b>Subtotal</b>	<b>\$ 190,248.00</b>	<b>\$ 215,554.80</b>	<b>\$ 170,511.00</b>	<b>\$ 221,802.00</b>	
<b>Capital and Maintenance</b>					
Phone	\$ 1,080.00	\$ 2,085.00	\$ 1,732.00	\$ 2,500.00	
Beautification	\$ 7,000.00		\$ -	\$ 7,000.00	Lightpost banners, STEPS
Flowers & Planters	\$ 24,000.00	\$ 23,911.00	\$ 23,911.00	\$ 19,000.00	Managed by BIA, funded by Town, in & out (Flowers - Town of Whitby Funding under revenue)
Murals	\$ 5,000.00	\$ 1,695.00	\$ 1,695.00	\$ -	Paid for design in the previous year
Data Collection				\$ -	
COVID 19 Expenses				\$ -	
Maintenance	\$ 2,500.00	\$ 1,200.00		\$ 2,500.00	Banner installation and removal (Beer Fest, Remembrance Day)
Other (Capital)				\$ -	
<b>Subtotal</b>	<b>\$ 39,580.00</b>	<b>\$ 28,891.00</b>	<b>\$ 27,338.00</b>	<b>\$ 31,000.00</b>	
<b>Events</b>					
Shop Late Shop Local			\$ -	\$ -	
Beer Festival	\$ -	\$ 61,419.00	\$ 61,419.00	\$ 50,000.00	
Cask and Comedy - new for 21				\$ -	
Christmas Market - 2020	\$ 50,000.00	\$ 50,000.00	\$ 20.00	\$ 50,000.00	
Volunteer Appreciation Event				\$ 1,000.00	
New 2021 Street Event				\$ -	
Other (Events)	\$ 18,000.00	\$ 1,225.52	\$ 1,225.52	\$ 15,000.00	Sidewalk Sale
Shop Durham Region Expenses				\$ -	
<b>Subtotal</b>	<b>\$ 68,000.00</b>	<b>\$ 112,644.52</b>	<b>\$ 62,664.52</b>	<b>\$ 116,000.00</b>	
<b>Promotion and Advertising</b>					
Website - Domain Registration		\$ 6,000.00	\$ 922.00	\$ 40.00	
Hosting & Maintenance	\$ 1,000.00	\$ -	\$ -	\$ 2,600.00	
AODA Compliance				\$ -	
Local Advertising	\$ 2,000.00	\$ 2,832.00	\$ 1,732.00	\$ 2,000.00	
Printing & Production				\$ 1,000.00	
Promotion Items				\$ 1,000.00	
<b>Subtotal</b>	<b>\$ 3,000.00</b>	<b>\$ 8,832.00</b>	<b>\$ 2,654.00</b>	<b>\$ 6,640.00</b>	
<b>Assessment Loss &amp; Reserves</b>					
Digital mainstream grant deferred to 2024	\$ 18,545.00		\$ 18,545.00		Balance of Digital Mainstream Grant of \$46,349 to be applied to salary in 2024
Grant received in 2023 for 2022 Events		\$ 99,315.68	\$ 99,315.68	\$ -	Transfer of Grant by Audit to 2022 because was for 2022 Beerfest and Xmas market
Commission paid on 2022 Grants		\$ (24,063.14)	\$ (24,063.14)	\$ -	Transfer of Commission paid by Audit to 2022 related to 2022 grants and sponsorships
<b>Subtotal</b>	<b>\$ (18,545.00)</b>	<b>\$ 75,252.54</b>	<b>\$ 56,707.54</b>	<b>\$ -</b>	
<b>Total Expenditures</b>	<b>\$ 282,283.00</b>	<b>\$ 441,174.86</b>	<b>\$ 319,875.06</b>	<b>\$ 375,442.00</b>	
<b>Surplus/Deficit</b>	<b>\$ -</b>	<b>\$ 6,351.35</b>	<b>\$ 35,995.85</b>	<b>\$ -</b>	



# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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### Report Title: Amendment to ONE JIB Agreement and Approval of ONE JIB Records Retention By-law

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**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** FS 07-24

**Department(s) Responsible:**

Financial Services Department

**Submitted by:**

Fuwing Wong, Commissioner, Financial Services & Treasurer, Ext. 4314

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

Bren Bozzer, Senior Investment and Financial Analyst

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#### 1. Recommendation:

1. That a by-law, (as shown in Attachment 1 to Report FS 07-24), in support of the Town of Whitby's involvement in the Prudent Investment offering of the ONE Joint Investment Board ("ONE JIB") be brought forward to a future Council meeting, which:
  - a. Approves an amended ONE JIB Agreement, including a revised Terms of Reference to increase the maximum number of ONE JIB members from 10 to 12;
  - b. Approves the ONE JIB Records Retention By-law and the delegation to ONE JIB's Secretary of the necessary powers and duties to deal with the records of ONE JIB; and
  - c. Approves changes to the amendment provisions of the ONE JIB Agreement.

**2. Highlights:**

- Town of Whitby is a Founding Municipality in the One Prudent Investment Program.
- At its meeting of November 29, 2023, ONE JIB approved amendments to its Terms of Reference, which form part of the ONE JIB Agreement. Most amendments were minor “housekeeping” items intended to reflect current practice. However, one substantive change to the Terms of Reference involves an increase to the size of the Board of ONE JIB to increase the maximum number of members from ten to twelve.
- At its meeting of February 28, 2024, ONE JIB enacted a Records Retention By-law. ONE JIB also approved changes to the amendment provisions of section 12.02 of the ONE JIB Agreement. By virtue of these changes, future amendments to the ONE JIB Agreement would require approval of the Participating Municipalities only where required by applicable law.
- The Participating Municipalities of ONE JIB have been asked to approve these changes by by-law in order to satisfy the terms of the ONE JIB Agreement and the Municipal Act (“the Act”) regarding records retention by local boards such as ONE JIB.

**3. Background:**

Since July 2, 2020 the Town of Whitby has been a Founding Municipality in the ONE Joint Investment Board. ONE JIB currently invests Monies Not Required Immediately (MNRI) on behalf of 11 Ontario municipalities with the potential for this number to grow significantly in future years. For the Town of Whitby, MNRI is generally funds not required to be used/spent for over 24 months.

The ONE JIB Terms of Reference were developed prior to the establishment of ONE JIB and embedded as a schedule to the ONE JIB Agreement. ONE JIB entered into a ONE JIB Agreement with the original six Founding Municipalities (which are also referred to as “Participating Municipalities”) in 2020, and subsequently with five new Participating Municipalities. ONE JIB reviewed and amended its Terms of Reference in 2023.

ONE Investment, pursuant to a Services Agreement with ONE JIB is, and will continue to be, responsible for the maintenance of proper and complete records in connection with the ONE Prudent Investment Program.

ONE JIB is a local board within the meaning of the Act and constitutes a local board of each Participating Municipality. Under Section 254 of the Act, the Participating Municipalities are jointly responsible for retaining and preserving the records of ONE JIB in a secure and accessible manner. Under Section 255 of the Act, a majority of the Participating Municipalities as “affected municipalities”, may establish retention periods during which the records of ONE JIB must be retained and preserved in a secure and accessible manner. The Act provides that ONE JIB’s records may be destroyed if a retention period for a particular record has been established and the retention period has

expired (or if the record is a copy of the original copy). This is the same provision of the Act that applies to the Participating Municipalities, all of which have different Record Retention By-laws that apply to each of the Participating Municipalities' records.

The ONE JIB Records Retention By-law applies solely to the records of ONE JIB and has no impact on the Participating Municipalities or their records.

#### **4. Discussion:**

### **ONE JOINT INVESTMENT BOARD TERMS OF REFERENCE**

At its meeting of November 29, 2023, the ONE JIB Terms of Reference were amended to address various housekeeping and clerical amendments. They were also amended to allow for a potential change to ONE JIB's membership to better position ONE JIB to attract large Ontario municipalities and grow financial assets under management, which is to the benefit of all Participating Municipalities. This change is subject to the approval of the Participating Municipalities, as noted below.

In anticipation of a large municipal investor wanting to potentially join the ONE Prudent Investment Program and invest through ONE JIB, and to support the desire of the Board to strengthen its municipal finance knowledge, the Board is seeking to add more individuals with the desired municipal skills. However, the Act limits the number of municipal treasurers that serve on ONE JIB to 25% of its members. The Board has approved an increase in the maximum number of ONE JIB members from 10 to 12 members to enable a third municipal treasurer to serve on the Board. Currently the municipal treasurer representatives on the Board of ONE JIB are:

- Mike Melinyshyn, CFO/Director of Corporate Services and Deputy Treasurer, Town of Innisfil
- Stephen Rettie, Chief Administrative Officer/Deputy Treasurer, Town of Bracebridge

The ONE Joint Investment Board reports that through consultation with their Legal Counsel, WeirFoulds LLP, it has been determined that the ONE JIB Agreement requires each Participating Municipality to pass a By-law to approve the increase in the number of members on the ONE JIB. This change will support effective governance and future growth opportunities.

### **ONE JOINT INVESTMENT BOARD RECORDS RETENTION BY-LAW**

ONE JIB is a local board of more than one municipality under s. 255(4) of the Act. As such, a majority of the Participating Municipalities, as "affected municipalities" under the Act, may establish retention periods during which the records of ONE JIB must be retained and preserved.

To achieve these requirements, at its February 28, 2024 meeting ONE JIB enacted a Records Retention By-law prescribing retention periods for ONE JIB records. The By-law provides for a delegation to allow for the ONE JIB Board Secretary, in consultation with

the appropriate officials of ONE Investment, to establish procedures for the retention and disposition of the Board's records and establish and amend classes of records and retention periods. This provision mirrors one in the most recent Records Retention By-laws of some municipalities that give similar authority to the municipal clerk now that the Act no longer requires municipal auditor approval for the By-laws. The purpose of this By-law and delegation is to avoid ONE Investment having to return to all Participating Municipalities in the future for records retention-related changes that are largely administrative in nature and do not affect the Participating Municipalities.

The One Joint Investment Board reports that through consultation with their Legal Counsel, WeirFoulds LLP, it was determined that a By-law of each Participating Municipality is required to provide for the establishment of retention periods for ONE JIB records, as well as to delegate to the Secretary of ONE JIB the necessary powers and duties to deal with such records as set out in the Records Retention By-law.

Attachments 3 and 4 of this report contains the Records Retention By-law that was approved at the February 28, 2024, ONE JIB meeting.

## **Conclusion**

Staff are supportive of the ONE JIB Records Retention By-law and the changes to the ONE JIB Agreement, including a revised Terms of Reference.

The Records Retention By-law applies only to ONE JIB's records and does not affect this municipality. The change to the maximum number of ONE JIB members from 10 to 12 will give ONE JIB the opportunity to add more members with the desired expertise as well as the potential to attract investments by larger municipalities.

The changes to the amendment provisions of section 12.02 of the ONE JIB Agreement will maintain the need for Participating Municipalities to approve any amendments that are required by applicable law.

Therefore, it is recommended that Council pass the attached authorizing by-law at a future Council meeting.

## **5. Financial Considerations:**

Not Applicable.

## **6. Communication and Public Engagement:**

Not Applicable.

## **7. Input from Departments/Sources:**

The ONE JIB Records Retention By-law has been reviewed by the Town Clerk's Office.

## **8. Strategic Priorities:**

Not Applicable.

**9. Attachments:**

Attachment 1 - Draft By-law XXXX-24 - Amendment to ONE JIB Agreement and Approval of ONE JIB Records Retention By-law

Attachment 2 - ONE JIB Draft Records Retention By-law

Attachment 3 - Schedule "A" to the ONE JIB Records Retention By-law – ONE JIB Records Retention and Classification

Attachment 4 - Amended ONE JIB Agreement



# **Town of Whitby**

## **By-law # XXXX-24**

### **Amendment to ONE JIB Agreement and Approval of ONE JIB Records Retention By-law**

Being a By-law to authorize, as a Participating Municipality, the approval of amendments to the ONE Joint Investment Board Agreement and the draft Records Retention By-Law of ONE Joint Investment Board ("ONE JIB") in addition to the delegation to the Secretary of ONE JIB of the powers and duties in respect of ONE JIB's records as set out in the draft by-law.

Whereas the Municipality entered into the ONE Joint Investment Board Agreement with ONE JIB ("ONE JIB Agreement") pursuant to which ONE JIB agreed to invest the Municipality's money and investments that are not required immediately under section 418.1 of the Municipal Act, 2001 ("Act");

AND WHEREAS ONE JIB is currently authorized to have ten members serve on its Board, two of which are municipal treasurers, but would like to increase that number to twelve so that it can strengthen the municipal finance knowledge of the Board by adding another municipal treasurer, while continuing to comply with the applicable legislation that limits the number of municipal treasurers who can serve on the Board to not more than 25% of its members;

AND WHEREAS the ONE JIB Agreement provides that Participating Municipalities representing at least 75% of the Participating Municipalities who are parties to the ONE JIB Agreement and who represent not less than 50% of the money and investments that are under the control and management of ONE JIB must approve ("Mandated Approval") the five matters described in subparagraphs (1) through (5) of paragraph (a) of section 12.02 of the ONE JIB Agreement being: (1) removal of any member of ONE JIB; (2) any increase in the size of ONE JIB, (3) any change relating to further authorizations (sub-delegations); (4) any change relating to section 7.03 of the ONE JIB Agreement that relates to municipal treasurers; and (5) any change to the amendment provisions of the ONE JIB Agreement;

AND WHEREAS it has been determined that the operations of ONE JIB and of its agent ONE Investment would be made more efficient if the Mandated Approval by the Participating Municipalities is no longer required in respect of the five matters described in the preceding recital and that instead the requirement for the Mandated Approval of the Participating Municipalities is restricted to amendments to the ONE JIB Agreement for which the Mandated Approval of the Participating Municipalities is required by applicable law;

AND WHEREAS ONE JIB as a local board of the Municipality has decided to pass a Records Retention By-law substantially in the form attached to this by-law as Schedule "A" ("Records Retention By-law");

AND WHEREAS the Municipality, as an "affected municipality" under the Act, is authorized to establish retention periods during which the records of ONE JIB must be retained and preserved in accordance with the Act and may establish such retention periods by approving the Records Retention By-law;

AND WHEREAS the Municipality is authorized under section 23.1 of the Act to delegate its powers and duties, and ONE JIB has determined that delegating the powers and duties in respect of its records described in the Records Retention By-law to the ONE JIB Secretary is appropriate, the Municipality, as an affected municipality under the Act, may also authorize such delegation to the ONE JIB Secretary in accordance with the provisions of the Records Retention By-law.

Now therefore, the Council of The Corporation of the Town of Whitby, as a Participating Municipality, hereby enacts as follows:

## **1. General**

- 1.1. The Municipality hereby approves the increased number of members to serve on the Board of ONE JIB to twelve.
- 1.2. The Municipality hereby approves the amendment of the ONE JIB Agreement to delete the required Mandated Approval by the Participating Municipalities in respect of the matters described in subparagraphs (1) through (5) of paragraph (a) of section 12.02 and related changes to the ONE JIB Agreement on the basis that the Mandated Approval by the Participating Municipalities will only be required for amendments to the ONE JIB Agreement in respect of which such approval is required by applicable law.
- 1.3. The Municipality hereby approves the Records Retention By-law thereby establishing retention periods during which the records of ONE JIB must be retained and preserved in accordance with the Act.
- 1.4. The Municipality hereby delegates to the Secretary of ONE JIB the necessary powers and duties in respect of the records of ONE JIB in accordance with the Records Retention By law. The delegation of such powers and duties to the Secretary of ONE JIB will not be revoked prior to the end of the term of the current council of the Municipality but may be revoked at any time thereafter. However, the delegation remains in effect unless and until such revocation occurs.

By-law read and passed this 29th day of April, 2024.

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Elizabeth Roy, Mayor

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Christopher Harris, Town Clerk

By-law Name: Amendment to ONE JIB Agreement and Approval of ONE JIB Records Retention By-law  
By-law # XXXX-24

Page 2 of 2

## ONE JOINT INVESTMENT BOARD

### BY-LAW NO. XX

***(NOTE: for consideration/adoption at Feb 28, 2024 ONE JIB Meeting)***

A by-law to establish retention periods for records of ONE Joint Investment Board

WHEREAS ONE Joint Investment Board (the “Board”) is a local board within the meaning of the *Municipal Act, 2001* (the “Act”) for more than one municipality;

AND WHEREAS Section 254(1) of the Act provides that if a local board is a local board of more than one municipality, the affected municipalities are jointly responsible for retaining and preserving the records of the local board in a secure and accessible manner;

AND WHEREAS Section 254(2) of the Act provides that despite Section 254(1), a local board that has ownership and control of its records shall retain and preserve them in a secure and accessible manner;

AND WHEREAS Section 255(2) of the Act provides that a local board’s records may be destroyed if a retention period for the record has been established and the retention period has expired;

AND WHEREAS Section 255(4) of the Act provides that if a local board is a local board of more than one municipality, a majority of the affected municipalities may establish retention periods during which the records of the local board must be retained and preserved in accordance with Section 254;

AND WHEREAS ONE Investment, pursuant to section 2.3 (a) of a Services Agreement with the Board dated May 19, 2020 is responsible for the maintenance of proper and complete records in connection with the ONE Prudent Investment Program that is governed by the Board;

AND WHEREAS Section 23.1 of the Act provides that a municipality may delegate its powers to a person, subject to certain restrictions;

NOW THEREFORE the ONE Joint Investment Board hereby enacts as follows:

1. In this by-law:

“disposition” means the secure destruction of records;

“record” means any record of information, including a transitory record, however recorded, whether in printed form, on film, by electronic means or otherwise, and includes:

- (a) correspondence, a memorandum, a book, a plan, a map, a drawing, a diagram, a pictorial or graphic work, a photograph, a film, a microfilm, a sound recording, a videotape, a machine-readable record, metadata, any other documentary material regardless of physical form or characteristics, and any copy thereof; and
- (b) subject to any regulations under the *Municipal Freedom of Information and Protection of Privacy Act*, any record that is capable of being produced from a machine-readable record under the control of the Board by means of computer hardware and software or any other storage equipment ordinarily used by the Board;

“retention schedule” means the schedule prescribing retention periods for records set out in Schedule “A” to this by-law;

“Secretary” means the Board Secretary appointed by the Board, or designee;

“transitory record” means a record only having temporary value and that is not required for legal, financial, operational or official reasons, including:

- (a) miscellaneous notices or memoranda, including emails on minor administrative matters;
- (b) drafts of letters, memoranda or reports which do not record official positions or decisions;
- (c) duplicate copies of documents produced only for distribution or convenience, including multiple copies of reports, memoranda, agendas and minutes;
- (d) records of a personal nature not related to the Board’s business;
- (e) reference publications, including administrative manuals, directories, catalogues, newsletters, pamphlets and periodicals; and
- (f) unsolicited advertising, including brochures and flyers.

2. All staff who create records pertaining to the Board are responsible for the filing, retention, preservation and disposition of these records in accordance with this by-law.
3. Transitory records may be destroyed at any time. Where a record is destroyed upon expiry of the retention period described in Schedule "A" any corresponding transitory record shall also be destroyed.
4. Any record in a Class of Records set out in Schedule "A" shall be retained for the period set out opposite such Class and may thereafter be subject to disposition.
5. Any Board record relating to pending or actual litigation, investigation or a request under any access and privacy legislation shall not be destroyed until such record is no longer required for such purpose.
6. The Secretary, in consultation with the appropriate officials of ONE Investment, is responsible for establishing procedures for the retention and disposition of the Board's records, including but not limited to the establishment of archival appraisal and selection criteria, considering the legal, financial, operational and historical value of the records.
7. The Secretary is hereby delegated the authority to establish, in consultation with the appropriate officials of ONE Investment, Classes of Records and to amend any Classes of Records and retention periods set out in Schedule "A".
8. The Secretary is hereby authorized to amend Schedule "A" from time to time to reflect a decision made by the Secretary under section 7 of this by-law.
9. Schedule "A" is attached to and forms part of this by-law.
10. This by-law shall be known as the "Records Retention By-law".

ENACTED AND PASSED on February 28, 2024.

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Board Chair

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Board Secretary

## Schedule “A” – ONE JIB Records Retention and Classification

**NOTE: for consideration/adoption at February 28, 2024 ONE JIB Meeting**

ONE Investment, pursuant to section 2.3 (a) of a Services Agreement with ONE Joint Investment Board (ONE JIB), dated May 19, 2020, is responsible for the maintenance of proper and complete records in connection with the ONE Prudent Investment Program that is governed by the Board.

CATEGORY: Finance	Notes	Classification	Retention
<b>Auditor/Audit</b>		F03 Agreements/Leases/Contracts	Termination plus 7 years
		F08 Financial Statements	15 years
		E13 Officers	7 years
<b>Benchmarks for Prudent Investment Funds</b>		F10 Investments	7 years
<b>Chief Investment Officer</b>		E13 Officers	7 years
<b>Compliance Officer</b>		E13 Officers	7 years
<b>Compliance</b>		F20 Compliance	7 years
<b>External Fund Managers</b>	More details under “Funds Operation”	F03 Agreements/Leases/Contracts	Termination plus 7 years
<b>Financial Statements</b>		F08 Financial Statements	15 years
<b>Funds Operation</b>	Sub-folder for each Fund Manager	F04 Banking	7 years
		F08 Financial Statements	15 years
		F10 Investments	7 years
<b>Investment Allocation and Strategy</b>		F10 Investments	7 years
<b>Management Fees</b>		F10 Investments	7 years
<b>Meetings/Conferences</b>		F19 Meetings/Conferences	2 years
<b>Outcomes Framework</b>		F10 Investments	7 years
<b>Outsourced Chief Investment Officer</b>	Agreement	F03 Agreements/Leases/Contracts	Termination plus 7 years
	Operations	F10 Investments	7 years
<b>Participating Municipalities</b>	Agreement	F03 Agreements/Leases/Contracts	Termination plus 7 years
	Operations	M00 Participating Municipalities subfolder for each of the ONE JIB investors	7 years
<b>Securities</b>		F21 Securities	7 years
<b>Templates</b>		A07 Policies and Procedures	Current version plus 2 years

<b>CATEGORY:</b> <b>Administration, Governance and Membership</b>	<b>Notes</b>	<b>Classification</b>	<b>Retention</b>
<b>Administrative</b>		A00 Administrative General	2 years
<b>Annual Report</b>		E01 Annual Report	Permanent
<b>Board Chair</b>		E12 Board Members	10 years
<b>Board Governance Self Evaluation</b>		E12 Board Members	7 years
<b>Board Governance Training</b>		E12 Board Members	7 years
<b>Board Members</b>		E12 Board Members	10 years
<b>Board Secretary</b>		E13 Officers	7 years
		A15 Access and Privacy (for any FOI)	7 years
<b>Board Vice-Chair</b>		E12 Board Members	10 years
<b>Closed Meeting Investigator</b>		E13 Officers	7 years
<b>Code of Conduct</b>		A07 Policies and Procedures	Current version plus 2 years
<b>Committees</b>		E04 Committee Agendas/Minutes	Permanent
<b>Futures List</b>		E03 Board and Executive Agenda Package	7 years
<b>Integrity Commissioner</b>		E13 Officers	7 years
<b>Legal Opinions</b>		A16 Legal Counsel/Opinions	Permanent
<b>Meeting Schedules</b>		E03 Board/Executive Agenda Package	7 years
<b>ONE Investment</b>		F03 Agreements/Leases/Contracts	Termination Plus 7 years
<b>ONE JIB Agendas</b>		E03 Board/Executive Agenda Package	Permanent
<b>ONE JIB By- laws/Constitution</b>		E07 Constitution/Bylaw	Permanent
<b>ONE JIB Minutes</b>		E02 Board and Executive Minutes	Permanent
<b>Policies</b>		A07 Policies and Procedures	Current version plus 2 years
<b>Prospective Municipalities</b>		M01 Prospective Municipalities	2 years
<b>Skills Matrix</b>		E12 Board Members	7 years
<b>Strategic Planning/ Strategic Plan</b>		E08 Organization/Strategic Plan	7 years

<b>CATEGORY: Human Resources</b>	<b>Notes</b>	<b>Classification</b>	<b>Retention</b>
<b>Training, Development and Certification</b>	For ONE JIB members and key ONE Investment staff	H06 Training and Development	5 years

**MASTER COPY**  
**ONE JOINT INVESTMENT BOARD AGREEMENT**

Between

**ONE JOINT INVESTMENT BOARD**

and

**ONE INVESTMENT**

and

**Each of the Municipalities Listed in Schedule A hereto  
(PARTICIPATING MUNICIPALITIES)**

and

**[NAME OF MUNICIPALITY]**

**THE APPLICANT MUNICIPALITY**

Approved on May 19, 2020

Dated as of July 2, 2020

As updated to December 15, 2023

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## ONE JOINT INVESTMENT BOARD AGREEMENT

This Agreement Amended and Restated as of December 15, 2023 made between

**ONE JOINT INVESTMENT BOARD**

and

**ONE INVESTMENT**

and

**Each of the Municipalities Listed in Schedule A hereto**

and

**[NAME OF MUNICIPALITY]**

**THE APPLICANT MUNICIPALITY**

### RECITALS:

- A. ONE Joint Investment Board was established by the Founding Municipalities as a Joint Investment Board under section 202 of the *Municipal Act, 2001* (the Act) and in accordance with Part II of Ontario Regulation 438/97 (the **Regulation**);
- B. The Regulation provides that ONE Joint Investment Board (**ONE JIB**) is a joint municipal service board established under section 202 of the Act for the purposes of Part II of the Regulation;
- C. The Founding Municipalities have entered into the Initial Formation Agreement pursuant to which they agreed to establish and invest through ONE JIB and they have agreed to invest through ONE JIB in accordance with this Agreement;
- D. The Applicant Municipality wishes to make investments pursuant to the provisions of section 418.1 of the Act, and in connection therewith, the Applicant Municipality proposes to pass a by-law (the **Prudent Investor Enabling By-law**) to have section 418.1 of the Act apply to it;
- E. Under the Regulation, the Applicant Municipality, provided that it is not a Founding Municipality, must have entered into an agreement with the parties hereto before the day that the Applicant Municipality passes its Prudent Investor Enabling By-law;
- F. ONE JIB is committed to performing its duties and responsibilities in a manner that is consistent with the Municipal Legislation, as defined below;

**NOW THEREFORE**, in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

## **SECTION 1 - INTERPRETATION**

### **1.01 Definitions.**

In this Agreement

**Act** means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time;

**Administrator** means at any time an entity approved by ONE JIB from time to time to provide administrative and recordkeeping services including receiving and implementing investment instructions, keeping records of holdings and providing reports of such holdings;

**Agent** means any Administrator, Custodian, Payment Servicer, External Portfolio Manager, consultant, banker, broker, dealer, or other service provider engaged or appointed by ONE JIB and authorized by ONE JIB to exercise any of the functions of ONE JIB pursuant to a written agreement, in the manner and to the extent provided in the Regulation and without limiting the generality of the foregoing, Agent includes ONE Investment;

**Agreement** means this agreement, any schedules attached to this agreement from time to time as the agreement and the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time;

**Authorized Person** has the meaning set out in Section 14.01;

**Authorizing By-law** means any by-law or other action of the Applicant Municipality (whether or not it is also a Founding Municipality) or a Participating Municipality to authorize such Municipality to enter into and be bound by this Agreement and to do all things in furtherance of this Agreement, including the approval and adoption of such Municipality's IPS, but in the case of a Founding Municipality, an Authorizing By-law does not include the Municipality's Prudent Investor Enabling By-law and in the case of a Participating Municipality that is not a Founding Municipality, an Authorizing By-law can also include such Municipality's Prudent Investor Enabling By-law;

**Banking Day** means a day on which the Payment Servicer and the Custodian are open for business in Toronto, Ontario, other than a Saturday or a Sunday or a statutory holiday in Toronto, Ontario;

**CHUMS** means CHUMS Financing Corporation and its successors;

**Custodian** at any time means a financial institution which at such time has been approved by ONE JIB to provide custodial and other custody related services in connection with the Participating Municipality's investments;

**External Portfolio Managers** means external third-party investment management firms whose investment and advisory services and product offerings are accessed by ONE JIB

directly (including in connection with the OCIO Offering) or through services provided to a ONE Investment Pool. External Portfolio Managers are agents authorized by ONE JIB in accordance with Part II of the Regulation;

**Founding Municipalities** means the municipalities of The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka, and The Corporation of the Town of Whitby, who established ONE JIB pursuant to the Regulation and pursuant to the Initial Formation Agreement;

**Initial Formation Agreement** means the agreement between the Founding Municipalities dated as of May 19, 2020 under which ONE JIB was formed;

**Investment Account** means an account or accounts maintained by an Agent in which the Managed Assets of the Participating Municipality are managed or held;

**Investment Board** means a municipal service board that is established under section 196 of the Act by a municipality for the purposes of Part II of the Regulation and includes for the purposes of Section 13 of this Agreement, the Toronto Investment Board;

**IPS**, with respect to a Participating Municipality, means the investment policy as adopted and maintained by the council of the Participating Municipality under the Regulation;

**Investment Plan**, with respect to a Participating Municipality, means the investment plan as adopted and maintained by ONE JIB for the Participating Municipality under the Regulation;

**Investment Program Agreements** means the agreements entered into, from time to time, by or under the authority of ONE JIB, for and on behalf of the Participating Municipality, with ONE Investment, an Administrator, a Custodian, an External Portfolio Manager and such other persons as ONE JIB considers appropriate for the purpose of carrying out the objectives of the Investment Plan and the IPS;

**Joint Investment Board** means a municipal service board that is established under section 202 of the Act by two or more municipalities for the purposes of Part II of the Regulation;

**LAS** means Local Authority Services and its successors;

**Managed Assets** means, with respect to a Participating Municipality, the assets of the Participating Municipality managed and controlled by ONE JIB pursuant to, and subject to, the terms and conditions set out in this Agreement;

**Municipal Legislation** means all applicable legislation that applies to ONE JIB including, without limitation, the Act, the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended from time to time, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time, the Regulation and any other applicable regulations made under such Acts, as they may be amended from time to time;

***Municipal Treasurer Representative*** means a member of ONE JIB who has been nominated by ONE JIB and ONE Investment, in consultation with the Participating Municipalities, to represent the views and interests of the municipal treasurers of the Participating Municipalities, and who holds the office of treasurer or duly appointed deputy treasurer of a Participating Municipality;

***NI 31-103*** means National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*, of the Canadian Securities Administrators;

***OCIO Offering*** means the comprehensive investment program made available through ONE JIB pursuant to which a duly qualified investment manager who is an External Portfolio Manager is engaged by ONE Investment to advise a Participating Municipality with regard to the investment of the Participating Municipality's Managed Assets and to invest and manage such Managed Assets in accordance with the terms and conditions set out in this Agreement;

***ONE Investment*** means the not-for-profit corporation founded by CHUMS and LAS which provides certain management, administrative and other services to ONE JIB in connection with the ONE Investment Offering;

***ONE Investment Offering*** means the comprehensive suite of products and services relating to investment by municipalities in Ontario made available through ONE Investment and includes the ONE Pools Offering and the OCIO Offering;

***ONE Investment Pool*** means a pooled investment vehicle managed by ONE Investment whose securities are available to Participating Municipalities through ONE Investment as part of the One Pools Offering;

***ONE JIB*** means the ONE Joint Investment Board, established by the Founding Municipalities as a Joint Investment Board under Part II of the Regulation, as constituted from time to time and acting pursuant to its Terms of Reference as set out in Schedule C;

***ONE JIB Services Agreement*** means the service agreement effective as at May 19, 2020 between ONE JIB and ONE Investment pursuant to which ONE Investment has been appointed an Agent of ONE JIB to, among other things, provide certain management, administrative and other services to ONE JIB;

***ONE Pools Offering*** means the comprehensive investment program made available through ONE JIB pursuant to which ONE Investment advises the Participating Municipality with regard to the investment of the Participating Municipality's Managed Assets and the underlying investment products consist of ONE Investment Pools and other investment products offered by ONE Investment from time to time;

***Participating Municipalities*** means from time to time each of the municipalities for whom ONE JIB acts as the Joint Investment Board under the terms of this Agreement and includes the Founding Municipalities, any other Participating Municipalities from time to time and also, upon execution by the Applicant Municipality of this Agreement, the Applicant Municipality;

***Payment Servicer*** means at any time a Canadian financial institution which at such time has been approved by ONE JIB to facilitate the transfer of assets of a Participating

Municipality between the Participating Municipality's financial institution and an Investment Account;

**Prudent Effective Date** means the effective date set out in the Prudent Investor Enabling By-law as the date on which section 418.1 applies to the Applicant Municipality;

**Prudent Investor Enabling By-law** means, with respect to a Municipality, the by-law under which the Municipality makes section 418.1 of the Act apply to it as of the effective date set out in such by-law; and

**Regulation** means Ontario Regulation 438/97 made under the Act, as it may be amended from time to time;

## **1.02 Governing Law.**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

## **1.03 Headings and Table of Contents.**

The division of this Agreement into sections, subsections, paragraphs, subparagraphs, clauses and schedules, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

## **1.04 Number and Gender.**

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

## **1.05 Severability.**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of any of the remaining provisions of this Agreement.

# **SECTION 2 - ONE JOINT INVESTMENT BOARD**

## **2.01 Appointment.**

The Applicant Municipality hereby appoints ONE JIB to be its Joint Investment Board, to invest money and investments that the Applicant Municipality, as a Participating Municipality, does not require immediately on behalf of such municipality and to exercise control and management of such money and investments, in accordance with the Act and the Regulation and subject to the terms and conditions of this Agreement.

## **2.02 Exclusive Appointment.**

The appointment of ONE JIB as the Applicant Municipality's Joint Investment Board is exclusive and during the term of this Agreement, the Applicant Municipality, as a

Participating Municipality, shall not appoint any other Investment Board or Joint Investment Board to have management or control of any of its money that it does not require immediately under section 418.1 of the Act unless it withdraws from ONE JIB in accordance with Section 13.

#### **2.03 Delegation.**

To the fullest extent required by the Act and the Regulation, the Applicant Municipality hereby gives control and management of its money and investments that it does not require immediately to ONE JIB, and hereby delegates to ONE JIB (i) the Applicant Municipality's powers to make the investments and (ii) the Applicant Municipality's duties under section 418.1 of the Act.

#### **2.04 Acceptance.**

ONE JIB hereby accepts the foregoing appointment and delegation and hereby agrees to invest money and investments that the Applicant Municipality, as a Participating Municipality, does not require immediately on behalf of such municipality in accordance with the Act, the Regulation and such municipality's IPS and subject to the terms and conditions of this Agreement.

#### **2.05 Acceptance by Participating Municipalities.**

On execution and delivery of this Agreement and on and after the subsequent Prudent Effective Date, each of the Participating Municipalities shall be deemed to acknowledge and agree that the Applicant Municipality has made the foregoing appointment for ONE JIB to invest money and investments that the Applicant Municipality, as a Participating Municipality, does not require immediately and that the Applicant Municipality is added as a party to this Agreement such that ONE JIB shall act as the Joint Investment Board of such Applicant Municipality, as a Participating Municipality, on and after the Prudent Effective Date.

### **SECTION 3 - DUTIES OF ONE JIB**

#### **3.01 Duties.**

ONE JIB shall have the following duties and responsibilities in connection with investing for and on behalf of the Participating Municipalities:

- (a) review the Participating Municipality's IPS, and at the request of the Participating Municipality, provide advice and recommendations with respect thereto;
- (b) adopt and maintain an Investment Plan for the Participating Municipality in accordance with the terms hereof;
- (c) engage one or more Administrators, Custodians, Payment Servicers, External Portfolio Managers, bankers, brokers, dealers, and other Agents as may be required to implement the Investment Plan in accordance with the IPS;
- (d) monitor the performance of the Agents; and

- (e) report to the Participating Municipality as required by the Act and the Regulation.

### **3.02 Engagement of Agents.**

ONE JIB may authorize an Agent to exercise any of its functions to the same extent that a prudent investor, acting in accordance with ordinary investment practice, would authorize an agent to exercise any investment function. Any such engagement and authorization may be made only pursuant to an Investment Program Agreement with the Agent which includes the following provisions:

- (a) a requirement that the Agent comply with the requirements contained in each applicable IPS and each applicable Investment Plan;
- (b) a requirement that the Agent report to ONE JIB at regular intervals as specified in the written agreement with the Agent; and
- (c) a requirement that the Agent comply with any reasonable directions to the Agent given by ONE JIB.

### **3.03 Role of ONE Investment.**

The Applicant Municipality hereby acknowledges and agrees that in the discharge of its duties and obligations hereunder, ONE JIB requires certain support and administrative services. To obtain such services, ONE JIB hereby engages ONE Investment as its Agent hereunder and under the ONE JIB Services Agreement. Notwithstanding such engagement, ONE JIB confirms that it will at all times be responsible to the Applicant Municipality in the manner contemplated in the Act and the Regulation and as set out herein. The Applicant Municipality further acknowledges and agrees that any fees and expenses payable by it hereunder, directly or indirectly, shall be paid to ONE Investment, who has been duly authorized on behalf of ONE JIB, LAS and CHUMS to collect all such fees and expenses.

### **3.04 Monitoring Performance.**

ONE JIB shall exercise prudence in selecting an Agent, in establishing the terms of the Agent's authority and in monitoring the Agent's performance to ensure compliance with those terms. Prudence in monitoring an Agent's performance includes:

- (a) reviewing the Agent's reports;
- (b) regularly reviewing the agreement between ONE JIB and the Agent and how it is being put into effect, including assessing whether the requirements included in each applicable IPS and each applicable Investment Plan are being complied with;
- (c) considering whether directions should be provided to the Agent or whether the Agent's appointment should be revoked; and
- (d) providing directions to the Agent or revoking the appointment if ONE JIB considers it appropriate to do so.

### **3.05 Further Authorizations.**

Except as may be consented to by the Participating Municipalities in accordance with Section 12.02, ONE JIB shall not permit any further authorization (or sub-delegation) of investment functions by any Agent (other than ONE Investment) to third parties unaffiliated with the Agent. The ONE JIB Services Agreement provides that ONE Investment similarly will not permit further authorization (or sub-delegation) of investment functions by any Agent to third parties unaffiliated with the Agent, and ONE JIB shall require ONE Investment to include provisions with substantially similar effect in all agreements with Agents.

### **3.06 OCIO Offering.**

Any Participating Municipality may agree with ONE JIB and ONE Investment to have the Participating Municipality's Managed Assets invested pursuant to the OCIO Offering. The provisions of this Agreement, including Section 3.05, shall not be read so as to prevent ONE JIB or ONE Investment from properly delegating by written agreement to any External Portfolio Manager the powers and authorities necessary or desirable to give effect to the OCIO Offering. For the avoidance of doubt, nothing herein derogates from the duties and responsibilities of ONE JIB set out in Section 3.01 hereof.

## **SECTION 4 - REPRESENTATIONS AND WARRANTIES**

### **4.01 Representations and Warranties of Applicant Municipality.**

The Applicant Municipality represents and warrants to ONE JIB, ONE Investment and each of the Participating Municipalities that:

- (a) it has prepared a written IPS which complies with the Act and has been approved by council and such IPS has been delivered to ONE JIB and ONE Investment in the manner set out in Section 16.01.
- (b) it has taken all actions necessary to authorize it to enter into this Agreement, including passing an Authorizing By-law substantially in the form attached hereto as Schedule B (which Authorizing By-law also constitutes the Applicant Municipality's Prudent Investor Enabling By-law); and
- (c) under Section 8 of the Applicant Municipality's Authorizing By-law its treasurer has been authorized to determine the Applicant Municipality's Prudent Effective Date in consultation with ONE Investment and to enter into an agreement with ONE Investment confirming its Prudent Effective Date (after the Applicant Municipality has entered into this Agreement and after it has been signed by ONE JIB and by ONE Investment) at which time the Applicant Municipality shall be deemed to be a Participating Municipality under this Agreement.

#### **4.02 Representations and Warranties of Participating Municipalities.**

Each of the Participating Municipalities, provided that it is not a Founding Municipality, represents and warrants to the Applicant Municipality, ONE JIB and ONE Investment that:

- (a) it has taken all actions necessary to authorize it to enter into this Agreement, including passing such Authorizing By-law as the Participating Municipality has deemed necessary (which Authorizing By-law can also constitute the Participating Municipality's Prudent Investor Enabling By-law);
- (b) it has duly passed a Prudent Investor Enabling By-law (which can be included in the Participating Municipality's Authorizing By-law) under which section 418.1 of the Act applies to it as of the specified Prudent Effective Date, and such Prudent Investor Enabling By-law is in full force and effect; and
- (c) this Agreement constitutes a valid and binding obligation of such Participating Municipality.

#### **4.03 Representations and Warranties of Founding Municipalities.**

Each of the Participating Municipalities, which is also a Founding Municipality, represents and warrants to the Applicant Municipality, ONE JIB and ONE Investment that:

- (a) it has taken all actions necessary to authorize it to enter into this Agreement, including passing an Authorizing By-law;
- (b) it has passed a Prudent Investor Enabling By-law under which section 418.1 of the Act applied to it as of the Prudent Effective Date set out therein; and
- (c) this Agreement constitutes a valid and binding obligation of such Municipality.

#### **4.04 Representations and Warranties of ONE JIB.**

ONE JIB represents and warrants to the Applicant Municipality and each of the Participating Municipalities that:

- (a) it was duly established by the Founding Municipalities as a Joint Investment Board which meets the requirements of the Act and the Regulation;
- (b) it has taken all actions necessary to authorize it to enter into this Agreement;
- (c) this Agreement constitutes a valid and binding obligation of ONE JIB; and
- (d) on the date of the Applicant Municipality's Authorizing By-law, all other Participating Municipalities are parties to this Agreement.

#### **4.05 Representations and Warranties of ONE Investment.**

ONE Investment represents and warrants to the Applicant Municipality and each of the Participating Municipalities that:

- (a) it is a duly incorporated not-for-profit corporation formed by LAS and CHUMS for the purpose of facilitating the ONE Investment Offering;
- (b) it has taken all actions necessary to authorize it to enter into this Agreement; and
- (c) this Agreement constitutes a valid and binding obligation of ONE Investment.

### **SECTION 5 - INVESTMENT POLICY AND INVESTMENT PLAN**

#### **5.01 Investment Policy.**

- (a) Without limiting the provisions of Section 4.01, the Applicant Municipality acknowledges that in the formulation of its IPS, the Applicant Municipality is required to obtain the advice that a prudent investor would obtain under comparable circumstances. The Applicant Municipality further acknowledges that in planning its investments, it is required to consider, in addition to any other criteria that are relevant in the circumstances, the following:
  - (1) general economic conditions;
  - (2) the possible effect of inflation or deflation;
  - (3) the role that each investment or course of action plays within the Applicant Municipality's portfolio of investments;
  - (4) the expected total return from income and the appreciation of capital; and
  - (5) needs for liquidity, regularity of income and preservation or appreciation of capital.
- (b) The Applicant Municipality confirms that its IPS has been arrived at after careful consideration of the foregoing and that it has been adopted by an Authorizing By-law of the council of the Applicant Municipality in compliance with the Act. The IPS includes the Applicant Municipality's (i) objectives for return on investment and risk tolerance; (ii) need for liquidity including, for greater certainty, anticipated needs for funds for planned projects and needs to have funds available for unanticipated contingencies; and (iii) other requirements with respect to investment matters that the council of the Applicant Municipality considers to be in the interests of the Applicant Municipality. For certainty, notwithstanding any assistance that the Applicant Municipality may have sought and obtained in the preparation of its IPS, including through consultations with ONE JIB or ONE Investment, the Applicant Municipality acknowledges and agrees that its IPS, and the entire contents thereof, is solely the responsibility of the Applicant Municipality and can only be amended or modified by the Applicant Municipality.

- (c) The Applicant Municipality, as a Participating Municipality, shall provide written notice to the board secretary of ONE JIB (the **Secretary of ONE JIB**) of any amendment or modification to its IPS. ONE JIB shall be under no obligation to make investments for an Applicant Municipality, as a Participating Municipality, other than in accordance with its written IPS and any amendments thereto made in writing and notified to ONE JIB as provided herein.
- (d) Where ONE JIB in its sole discretion determines that the IPS of a Participating Municipality is inconsistent with the obligations of the Participating Municipality under the Act to exercise the care, skill, diligence and judgment that a prudent investor would exercise in making investments, ONE JIB may decline to apply the IPS in whole or in part. If ONE JIB determines to rely on this Section 5.01 (d), ONE Investment shall promptly notify the Participating Municipality. In these circumstances, upon sending such notice, ONE JIB shall thereupon be relieved of its duties and obligations as set out in Section 10.05.

## 5.02 Investment Plan.

- (a) Without limiting the provisions of Section 3.01, ONE JIB acknowledges that the applicable Investment Plan, adopted and maintained by ONE JIB in respect of the Applicant Municipality, as a Participating Municipality, is required to deal with how ONE JIB will invest such municipality's money consistent with such municipality's IPS and is required to set out ONE JIB's projections of the proportions of such municipality's portfolio of investments to be invested at the end of the year in each type of security selected by ONE JIB and may include other requirements. The Investment Plan for the Applicant Municipality shall be delivered to the Applicant Municipality in the manner set out in Section 16.01.
- (b) Amendments to the Applicant Municipality's Investment Plan shall only be made as set out in Sections 5.03 and 5.04.

## 5.03 Amendments.

- (a) ONE JIB and the Applicant Municipality acknowledge that under subsection 18(4) of the Regulation, the council of the Applicant Municipality is required to review, and if necessary, update the IPS of the Applicant Municipality, as a Participating Municipality, at least annually (the **Annual Policy Review**). In connection with such Annual Policy Review, ONE JIB may make recommendations to such municipality to amend, modify, supplement, restate or replace its IPS. The treasurer of the Applicant Municipality, as a Participating Municipality, is responsible for arranging the Annual Policy Review by its council. Such municipality shall advise ONE JIB, on an annual basis, (i) of the date as of which the Annual Policy Review was made; (ii) whether any updates or amendments were made to the IPS, and where applicable, the text of any such update or amendment; and (iii) of other comments or observations regarding the municipality's IPS as the municipality considers to be necessary or desirable. Any amendment to the IPS must be provided to the Secretary of ONE JIB as soon as practicable and in any event within 15 days of approval by the municipality's council.

- (b) ONE JIB and the Applicant Municipality acknowledge that under subsection 19(3) of the Regulation, ONE JIB is required, following the Annual Policy Review, to review, and if necessary, update the Investment Plan of the Applicant Municipality, as a Participating Municipality (the **Annual Plan Review**). ONE JIB shall, within a reasonable period of time, not to exceed 90 days from the date that ONE JIB receives the results of the Annual Policy Review, conduct the Annual Plan Review for the municipality. If, following the completion of the Annual Plan Review, ONE JIB considers that an update or amendment of the Investment Plan is required (whether following from the results of the municipality's Annual Policy Review or otherwise), ONE JIB shall make the appropriate updates or amendments to the municipality's Investment Plan and shall provide a copy of the updated and amended Investment Plan to the municipality.
- (c) In addition to amendments made as a result of the Annual Policy Review, the parties acknowledge that the Applicant Municipality, as a Participating Municipality, may make amendments to its IPS, including for the purposes of adding or withdrawing amounts to be invested as contemplated in Section 5.04, at any time and from time to time by action of the council of the municipality. Amendments to an IPS for adding and withdrawing money and investments to be managed by ONE JIB shall be made in accordance with Section 5.04.
- (d) Notice of any amendment to the IPS of an Applicant Municipality, as a Participating Municipality (other than amendments made as a result of the Annual Policy Review), shall be given in writing to the Secretary of ONE JIB or to such other person as ONE JIB may direct as soon as practicable following authorization or adoption. For purposes hereof, the Applicant Municipality and ONE JIB recognize that an amendment to an IPS may be made by by-law or other decision of council (**Council Action**) that affects or purports to affect the IPS. ONE JIB has no obligation to take notice of any such Council Action, whether or not it was widely publicized, and no obligation to assess the validity of any Council Action. ONE JIB shall under no circumstances be deemed to have knowledge of any amendment to the IPS of a municipality or of any Council Action unless and until written notice thereof has been provided to ONE JIB by the treasurer of the Participating Municipality in accordance with Section 5.03(a), Section 5.03(c), or Section 5.03(d) and the notice provisions set out in Section 16.01.
- (e) On receipt of a notice of amendment to the IPS, where ONE JIB considers in its discretion that an update or modification to the corresponding Investment Plan is necessary or desirable, ONE JIB will update or modify such municipality's Investment Plan so as to provide for consistency between the Investment Plan and the IPS. Such update or modification shall be made and implemented as soon as reasonably practicable, having regard to prevailing economic and market conditions. A copy of any such updated or modified Investment Plan shall be provided to the treasurer of the Participating Municipality.
- (f) Despite any other provision hereof, ONE JIB may make such minor amendments to the Investment Plan of an Applicant Municipality, as a Participating Municipality, as it may consider to be necessary or desirable for the more efficient or effective administration of the assets held in such municipality's Investment Accounts, provided that following such minor amendment, the Investment Plan continues to be consistent with such municipality's IPS.

#### **5.04 Additions and Withdrawals of Money and Investments.**

- (a) The Applicant Municipality's IPS referenced in Section 5.01 shall include the Applicant Municipality's criteria for identifying the Managed Assets over which ONE JIB is to have management and control hereunder. Such Managed Assets shall be held in one or more Investment Accounts. It is the responsibility of the Applicant Municipality, as a Participating Municipality, to make contributions to the Investment Accounts in accordance with its IPS. The treasurer of the Applicant Municipality, as a Participating Municipality, shall provide ONE JIB with notice of such contributions, and follow such procedures and protocols in connection therewith, as ONE JIB may prescribe from time to time.
- (b) The Applicant Municipality, as a Participating Municipality, may from time to time amend its IPS so as to add to or withdraw amounts from the Managed Assets. No such amendment shall be binding on ONE JIB unless reasonable written notice has been provided to the Secretary of ONE JIB or other authorized person, in form satisfactory to ONE JIB. Without limiting the foregoing, ONE JIB shall have no obligation to return Managed Assets or part thereof to the Applicant Municipality unless a minimum of 30 days' prior written notice of any request for withdrawal, in form and substance satisfactory to ONE JIB, has been provided to ONE JIB, which notice period may be waived by ONE JIB in its discretion.
- (c) Notwithstanding Section 14.01, ONE JIB shall not be obliged to comply with any notice referred to in paragraphs (a) and (b) of Section 5.04 unless received in writing and signed by the treasurer of the Participating Municipality.
- (d) In all circumstances in which the Applicant Municipality, as a Participating Municipality, anticipates a withdrawal of Managed Assets, whether as a result of the planned maturity of any reserve or otherwise, such Municipality and ONE JIB shall co-operate and work together so as to ensure an orderly liquidation where necessary and timely transfer of Managed Assets or proceeds thereof.
- (e) Notwithstanding Section 5.04(b), if the aggregate dollar amount of the Managed Assets requested to be returned by a Participating Municipality is so large as to risk causing prejudice to other Participating Municipalities or requires additional time to effect an orderly liquidation, ONE JIB, ONE Investment and the Participating Municipality shall work together to extend the period for the return so that any negative effects of sudden or untimely liquidation are adequately ameliorated.
- (f) In extraordinary circumstances, including dislocated capital markets, acts of God, war, terrorism and the like which prevent normal trading operations in securities markets, or result in the suspension of trading in securities markets, ONE JIB may, in the exercise of its fiduciary obligations, decline to or delay the return of all or a portion of a Participating Municipality's requested Managed Assets. Any Managed Assets not so returned shall be returned as soon as practicable on the cessation of the events which gave rise to the refusal or delay.

## **SECTION 6 - AGENTS**

### **6.01 Authority.**

The Applicant Municipality, as a Participating Municipality, authorizes ONE JIB and ONE Investment to engage Agents on its behalf and to enter into Investment Program Agreements, from time to time, as provided in Section 3.02.

### **6.02 Administrator.**

ONE JIB and ONE Investment will enter into an Investment Program Agreement with an Administrator who is a Canadian chartered Schedule I bank or other regulated Canadian financial institution or who has otherwise satisfied ONE JIB that it has the demonstrated ability to provide and maintain accurate recordkeeping and where required, valuation services for the Investment Accounts.

### **6.03 Custodian.**

ONE JIB and ONE Investment will only enter into an Investment Program Agreement for custody and safekeeping of Managed Assets with a Custodian who, at the time of entering into the Investment Program Agreement, is a Canadian custodian for purposes of NI 31-103.

### **6.04 External Portfolio Managers.**

With respect to

- (a) **Registration** - ONE JIB will not enter into an Investment Program Agreement with an External Portfolio Manager unless the Investment Program Agreement requires the External Portfolio Manager to maintain at all times its status in Ontario as a registered portfolio manager, unless the External Portfolio Manager is exempt from the requirement to be registered under applicable Ontario law.
- (b) **Insurance** - ONE JIB will not enter into an Investment Program Agreement with an External Portfolio Manager unless the Investment Program Agreement requires the External Portfolio Manager to maintain, in full force and effect, bonding or insurance in such amounts and of such types as are required from time to time by regulatory authorities and consistent with industry best practice.

### **6.05 No rights to assets.**

None of ONE JIB, ONE Investment, an Administrator, a Custodian, an External Portfolio Manager or any other service provider or Agent shall have any beneficial or personal right, title or interest in or to the Managed Assets in any Investment Account, other than as specifically set out in any Investment Program Agreement.

## **SECTION 7 - COMPOSITION AND GOVERNANCE OF ONE JIB**

### **7.01 Appointment and Term of Members.**

The initial individual members (**Members**) of ONE JIB were appointed by the Founding Municipalities under the Initial Formation Agreement on the establishment of ONE JIB under the Regulation.

### **7.02 Prohibition re Membership.**

Notwithstanding anything to the contrary contained herein or in any schedule hereto, the following persons may not be appointed to or serve on ONE JIB:

- (a) subject to Section 7.03, an officer or employee of a Participating Municipality;
- (b) a member of council of a Participating Municipality.

### **7.03 Municipal Treasurers.**

- (a) Municipal treasurers are to be represented on ONE JIB as permitted by the Regulation. To give effect to such representation, up to 25% of the membership of ONE JIB shall be reserved for Municipal Treasurer Representatives. ONE JIB and ONE Investment, in consultation with Participating Municipalities, shall nominate individuals to serve as Municipal Treasurer Representatives. Such individuals must hold the office of treasurer or duly appointed deputy treasurer of a Participating Municipality. ONE JIB and ONE Investment shall work in good faith with the Participating Municipalities to give voice to the concerns of municipal treasurers through appropriate Municipal Treasurer Representatives.
- (b) In the event that an individual serving as a Municipal Treasurer Representative is a treasurer or duly appointed deputy treasurer of a Participating Municipality, and such Participating Municipality withdraws from ONE JIB pursuant to Section 13, such individual shall be deemed to have resigned as a Member of ONE JIB effective the date of the Participating Municipality's withdrawal. Provided however, that if such individual has been appointed as the treasurer or duly appointed deputy treasurer of another Participating Municipality prior to or at the time of the effective date of withdrawal, and such Participating Municipality agrees, the individual may continue to serve as a Municipal Treasurer Representative.

### **7.04 Procedural and Other Matters Relating to ONE JIB.**

Rules, policies and procedures relating to the appointment, qualifications, conduct, removal, term of office, compensation of the Members, calling and holding of meetings and all ancillary matters are set out in Schedule C - *Terms of Reference for ONE JIB* appended hereto and such Terms of Reference form part of this Agreement. ONE JIB is intended to self-governing, subject to the applicable provisions of Municipal Legislation. The parties acknowledge and agree that following the formation of ONE JIB, the Members have authority to amend the Terms of Reference including the exhibits and schedules thereto in accordance with the amendment provisions contained in the Terms of Reference.

#### **7.05 Paramountcy.**

In the event of any conflict or inconsistency between a Participating Municipality's policies, by-laws, rules and procedures that otherwise apply to such Participating Municipality's local boards and the policies, by-laws, rules and procedures that apply to ONE JIB as provided under this Agreement, the latter shall prevail.

### **SECTION 8 - REPORTING**

#### **8.01 Annual Investment Report.**

ONE JIB shall prepare and provide to the council of each of the Participating Municipalities, no less frequently than once annually, an investment report that includes a statement about the performance of the Participating Municipality's Managed Assets during the period covered by the report and such other information that the council of the Participating Municipality may require or that, in the opinion of its treasurer, should be included as required by the Regulation.

#### **8.02 Compliance Reporting.**

ONE JIB shall prepare or arrange for the preparation and delivery of such compliance reports as may be reasonably requested by a Participating Municipality. Such compliance report shall provide information so as to enable the treasurer of the Participating Municipality to state whether or not the Managed Assets have been invested and are held in a manner consistent with the Participating Municipality's IPS and Investment Plan.

### **SECTION 9 - FEES AND EXPENSES**

#### **9.01 Fees and expenses.**

Participating Municipalities shall pay the fees and expenses as set out in Schedule D appended hereto, and such fees and expenses may be changed from time to time in accordance with Section 12.01(c).

#### **9.02 Fees Payable to Agents.**

To the extent fees and expenses are directly recoverable from a Participating Municipality, ONE JIB shall establish and disclose to the Participating Municipality, the maximum aggregate fees and expenses payable to the Administrator, the Custodian, the External Portfolio Managers and any other Agents and service providers.

### **SECTION 10 - STANDARD OF CARE AND LIMITATION OF LIABILITY**

#### **10.01 Standard of Care.**

In the discharge of its duties hereunder, and in investing money of the Participating Municipality, ONE JIB shall exercise the care, skill, diligence and judgment that a prudent investor would exercise in comparable circumstances and in making such investment.

#### **10.02 Limitation on liability.**

Provided that the standard of care set out in Section 10.01 has been met, neither ONE JIB nor any Members shall incur any liability to a Participating Municipality by reason of acting or not acting or as a result of any error in instructions. Each Participating Municipality acknowledges and agrees that ONE JIB makes no representation or warranty as to performance or attaining any yield or appreciation of the Managed Assets in the Investment Accounts. Neither ONE JIB nor any Member shall be liable to a Participating Municipality for any loss or damage relating to any matter arising out of this Agreement, including any loss or diminution in the value of the Managed Assets so long as they acted in a manner consistent with the standard of care set out in Section 10.01.

#### **10.03 Indemnification.**

ONE JIB, ONE Investment, and any of their respective members, directors, officers and employees (in each case, an **Indemnified Party**) shall be indemnified by the Participating Municipalities for all liabilities, claims, damages, losses, costs and expenses incurred by them in connection with any action, suit or proceeding that is proposed or commenced or any other claim to which such Indemnified Party may be subject by reason of the management and control of the Managed Assets or otherwise arising out of or in connection with acting on behalf of the Participating Municipalities or in furtherance of the interests of the Participating Municipalities, except that this indemnity shall not apply to (a) losses arising from such Indemnified Party's own wilful misconduct or fraud, or (b) expenses of the Participating Municipalities that the Indemnified Party has agreed to bear. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnified Party in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined that the Indemnified Party is not entitled to be indemnified as authorized in this Section 10.03. Amounts required to be paid or advanced to an Indemnified Party under this Section 10.03 shall be paid by Participating Municipalities in such proportion as ONE JIB considers to be fair and equitable in the circumstances.

#### **10.04 Performance of Trusts.**

ONE JIB shall not be bound to recognize or see to the performance of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Managed Assets or any interests therein are or may be subject, or to ascertain or inquire whether a contribution or withdrawal of any such Managed Assets or interests therein by any Participating Municipality or by its treasurer has been duly and properly authorized, or to recognize any person as having any interest in the Managed Assets, but shall be entitled to treat all monies and investments provided to ONE JIB hereunder solely as Managed Assets of the Participating Municipality.

#### **10.05 Where IPS Imprudent.**

Neither ONE JIB nor any Members shall incur any liability whatsoever to a Participating Municipality where ONE JIB has determined in its sole discretion, acting reasonably, that the IPS of the Participating Municipality is inconsistent with the duty of the Participating

Municipality under the Act to exercise prudence. So long as ONE JIB has provided notice to the Participating Municipality and acts in good faith, ONE JIB may elect to (a) apply the IPS to the best of its ability; or (b) decline to apply the IPS in whole or in part and hold the Managed Assets in cash or cash equivalent instruments pending receipt of an IPS which complies with the Act; or (c) seek direction from legal counsel and act in accordance with such direction. Until such time as ONE JIB has been provided with an IPS which complies with the Act, all of ONE JIB's duties and responsibilities to the Participating Municipality hereunder shall be suspended, and the Participating Municipality shall have no entitlement to have its Managed Assets managed by ONE JIB or to receive any prescribed reports from ONE JIB except to the extent required for ONE JIB to comply with the Act and the Regulation.

## **SECTION 11 - COMPLAINTS HANDLING**

### **11.01 Initial Complaints.**

If a Participating Municipality has a concern or complaint with respect to any aspect of the management of its money and investments by ONE JIB hereunder, including the operation of one or more Investment Accounts, such concern or complaint shall in the first instance be brought to the attention of ONE Investment. Within 30 days of receipt, ONE Investment shall provide the Participating Municipality with written acknowledgement of the complaint and proposed resolution or explanation, if any. If the concern or complaint is one that involves the acts or omissions of an Agent, ONE Investment, on behalf of ONE JIB, shall make the appropriate inquiries of the Agent and otherwise pursue the matter with the Agent.

### **11.02 Escalation.**

In the event that the matter is not resolved to the satisfaction of the Participating Municipality through the procedure set out in Section 11.01, the Participating Municipality may provide written notice to the Chair of ONE JIB, with a copy to the Secretary of ONE JIB and to the Chair of ONE Investment, specifying the nature of the concern or complaint. Upon receipt of such written notice, ONE JIB, under the authority of its Chair, shall arrange for an independent investigation of the matter to be conducted by duly qualified persons who are not employees of ONE JIB or ONE Investment. A written report of the results of such investigation containing an explanation and, where appropriate, an outline of steps to redress the matter, shall be provided to the Participating Municipality and made available to all other Participating Municipalities.

## **SECTION 12 - AMENDMENTS TO THE AGREEMENT**

### **12.01 Amendments not Requiring Approval of Participating Municipalities.**

- (a) ONE JIB may, without the approval of, or notice to the Participating Municipalities, but subject to Section 12.01(b) and Section 12.02, make certain amendments to this Agreement, including amendments which:
  - (1) are necessary to remove any internal inconsistencies in this Agreement and the schedules hereto or to make minor corrections, including the rectification of any ambiguities, defective provisions, errors, mistakes, or

omissions that are, in the opinion of ONE JIB, necessary or desirable and not prejudicial to the Participating Municipalities;

- (2) are intended to ensure compliance with applicable laws, regulations or policies affecting the Participating Municipalities or ONE JIB;
- (3) effect certain changes to the policies, by-laws, codes of conduct, rules and procedures governing ONE JIB as contained in the Terms of Reference, provided that such changes are made in compliance with Section 12.01(b)(3);
- (4) are intended to provide additional protection to the Participating Municipalities;
- (5) are necessary to reflect a change that, in the reasonable opinion of ONE JIB is reasonable, necessary, or appropriate to enable the Participating Municipalities to take advantage of, or not be detrimentally affected by, changes in the Income Tax Act or other taxation laws; or
- (6) are intended or are necessary to facilitate efficient or cost effective administration of invested money or investments ;

provided that such amendment is not reasonably expected to materially adversely affect the interests of the Participating Municipalities.

(b) The following amendments shall only be made as provided below:

- (1) amendments requiring the approval of the Participating Municipalities under Section 12.02 shall be made in accordance with Section 12.02,
- (2) amendments relating to an update or modification of a Participating Municipality's IPS or Investment Plan shall be made in the manner set out in Section 5, and
- (3) amendments to the Terms of Reference (including the exhibits and schedules thereto) shall be made by ONE JIB in accordance with the amending provisions contained therein, as contemplated in Section 7.04;

(c) Subject to Section 12.01(a) and Section 12.02, any other amendment may be made by ONE JIB and shall take effect after not less than 60 days' prior written notice of such amendment has been given to the treasurers of the Participating Municipalities including, without limitation, amendments to fees and expenses made in accordance with Section 9.01.

(d) Notwithstanding anything else contained herein, provided that any such municipality has first executed a counterpart to this Agreement and has agreed to be bound hereby, the inclusion of a municipality as a Participating Municipality, and the corresponding amendment to Schedule A hereto, may be made at the sole discretion of ONE JIB without prior notice to or the consent of any Participating Municipality.

- (e) Subject to the foregoing, in its annual report to each Participating Municipality ONE JIB shall provide a description of any material amendments made to the Agreement in the year to which the report relates and ONE JIB shall, at its sole discretion, determine whether an amendment is material for this purpose.

## **12.02 Amendments Requiring Approval of Participating Municipalities.**

- (a) No amendment to this Agreement may enlarge the power or authority of ONE JIB in a manner inconsistent with the Act or the Regulation.
- (b) Any amendment to this Agreement (including any schedule hereto) which under applicable law requires the approval of some or all of the Participating Municipalities shall be effective upon ONE JIB's receipt of approvals in writing from the percentage of Participating Municipalities prescribed by the applicable law and the written approval signed by the treasurers of the Participating Municipalities shall be in form and substance appropriate in the circumstances, as determined by the Chair of ONE JIB on the advice of the Secretary of ONE JIB and shall be delivered to ONE JIB and ONE Investment in the manner set out in Section 16.01;
- (c) Any amendment to this Agreement made under this Section 12.02 shall only be effective upon written notice to all Participating Municipalities regardless of whether a Participating Municipality was included in the Participating Municipalities who provided the necessary approval. The form and substance of such notice shall be appropriate in the circumstances, as determined by the Chair of ONE JIB on the advice of the Secretary of ONE JIB.

## **12.03 Restatements.**

A restated Agreement, setting forth the terms hereof, as amended to the time of execution, may be executed at any time and from time to time by ONE JIB.

## **SECTION 13 - WITHDRAWAL**

### **13.01 Withdrawal from ONE JIB by Regulation.**

A Participating Municipality may withdraw from investing through ONE JIB if it has become subject to a regulation made under clause 16(d) of section 418.1 of the Act providing that section 418.1 of the Act no longer applies to the Participating Municipality.

### **13.02 Withdrawal from ONE JIB by a Participating Municipality that is not a Founding Municipality.**

By entering into this Agreement, each of the Founding Municipalities and each of the other Participating Municipalities hereby agree and shall be deemed to agree at all times that any Participating Municipality which is not a Founding Municipality may withdraw from ONE JIB for any reason provided that the Participating Municipality wishing to withdraw has effected one of the following alternatives:

- (a) entered into an agreement with another municipality that has established an Investment Board, that Investment Board and any other municipalities investing through that Investment Board to invest through that Investment Board;

- (b) entered into an agreement with the municipalities that have established a Joint Investment Board, that Joint Investment Board and any other municipalities investing through that Joint Investment Board, to invest through that Joint Investment Board; or
- (c) established an Investment Board on its own or established a Joint Investment Board with one or more other municipalities

and such Participating Municipality has given the Investment Board or Joint Investment Board through which it will be investing the control and management of its investments by delegating to the board

- (d) the Participating Municipality's powers to make the investments; and
- (e) the Participating Municipality's duties under section 418.1 of the Act.

### **13.03 Withdrawal from ONE JIB by a Founding Municipality.**

By entering into this Agreement, each of the Founding Municipalities and each of the other Participating Municipalities hereby agree and shall be deemed to agree at all times that any Founding Municipality may withdraw from ONE JIB for any reason provided that all of the following conditions are met:

- (a) ONE JIB is not dissolved upon the withdrawal;
- (b) the other Founding Municipalities that established ONE JIB have, in the opinion of each of their treasurers, a combined total of at least \$100,000,000 in money and investments that such municipalities do not require immediately;

and the Founding Municipality wishing to withdraw has taken one of the actions described in paragraph (a), (b) or (c) of Section 13.02 and has given the Investment Board or Joint Investment Board through which it will be investing the control and management of its investments by delegating to the board;

- (c) the Founding Municipality's powers to make the investments; and
- (d) the Founding Municipality's duties under section 418.1 of the Act.

### **13.04 Procedures re Withdrawal.**

A Participating Municipality wishing to withdraw from ONE JIB pursuant to Section 13.02 (the **Withdrawing Municipality**) must give the Secretary of ONE JIB a minimum of 90 days' prior written notice of withdrawal. At least 10 days prior to the effective date of withdrawal (the **Effective Date**), ONE JIB must have received a direction (the **Transfer Direction**) duly authorized by a by-law of the council of the Withdrawing Municipality, passed in compliance with the Act, in form and substance satisfactory to ONE JIB. The Transfer Direction shall instruct ONE JIB to (i) pay to ONE JIB, ONE Investment or any Agents any and all fees and expenses payable or accrued to the Effective Date, and (ii) thereafter, to transfer and deliver to the successor Investment Board or Joint Investment Board named in the Transfer Direction, as at the Effective Date, all of the Withdrawing Municipality's money, investments and assets over which ONE JIB has control and

management. At the request of the Withdrawing Municipality, ONE JIB shall arrange for the orderly and secure transfer and transmission of such books and records relating to the Investment Accounts of the Withdrawing Municipality as may be reasonable and necessary. Upon such transfer and delivery, ONE JIB shall be relieved and discharged of and from all further obligations to the Withdrawing Municipality with respect to the money and investments of the Withdrawing Municipality. Notwithstanding the withdrawal of the Withdrawing Municipality from ONE JIB, the obligation of such Withdrawing Municipality to indemnify ONE JIB and the Members as set out in Section 10.03 shall be unaffected and shall survive any such withdrawal. The notice periods specified in this Section 13.04 may be waived by ONE JIB in its discretion.

## **SECTION 14 - DIRECTIONS, INSTRUCTIONS AND NOTICES**

### **14.01 Certificate re Authorized Persons.**

Each Participating Municipality shall from time to time and upon the written request of ONE JIB, furnish the Secretary of ONE JIB with a certificate signed by its treasurer setting forth the name(s) and title(s) of the authorized officer(s) of the Participating Municipality, which shall include the treasurer and of any other person(s) or representative(s) authorized to act on behalf of the Participating Municipality (**Authorized Persons**), together with specimen signatures of all such Authorized Persons and ONE JIB shall be entitled to rely upon the identification of such Authorized Persons as the person(s) entitled to act on behalf of, and provide directions, instructions and notices for, the Participating Municipality for the purposes of this Agreement until a replacement certificate respecting the same is delivered to ONE JIB.

### **14.02 Reliance on Authorized Persons.**

Provided ONE JIB has complied with its standard of care set forth in Section 10.01, ONE JIB shall:

- (a) not be responsible for:
  - (1) the proper application by any Participating Municipality of any part of its Managed Assets so long as payments to the Participating Municipality have been made in accordance with written directions of such Participating Municipality or an Authorized Person or Authorized Persons as herein provided;
  - (2) the adequacy of the Managed Assets to meet and discharge any and all payments and liabilities in respect of a Participating Municipality; or
  - (3) the compliance by any Participating Municipality with the Act, the Regulation or any Municipal Legislation with respect to the formulation, adoption, or amendment of its IPS, or any decision with respect to additions or contributions to the Managed Assets or withdrawals from the Managed Assets or any other determination as to monies or investments which constitute Managed Assets;

- (b) be fully protected in acting upon any instrument, certificate or other writing believed by it to be genuine and to be signed or presented by an Authorized Person or Authorized Persons;
- (c) be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained; and
- (d) be entitled to decline to take any actions unless it has clear instructions.

#### **14.03 Reliance on Experts and Others.**

ONE JIB may rely and act upon any statement, report or opinion prepared by or any advice received from the auditor of the ONE Investment Pools, solicitors or other professional advisers with respect to the Managed Assets and shall not be responsible or held liable for any loss or damage resulting from so relying or acting if the advice was within the area of professional competence of the person from whom it was received, ONE JIB acted in good faith in relying thereon, and the professional adviser was aware that ONE JIB was receiving the advice in its capacity as fiduciary with respect to the Managed Assets. ONE JIB shall in no way be responsible for, nor incur any liability based on, the action or failure to act or for acting pursuant to or in reliance on instructions of the Participating Municipality, a Custodian, Administrator, Payment Agent or External Portfolio Manager or any Agent to whom its responsibilities are properly delegated.

### **SECTION 15 - TERM AND TERMINATION**

#### **15.01 Termination of Agreement.**

Two or more Founding Municipalities may dissolve ONE JIB if no other Participating Municipalities are investing through ONE JIB and each such Founding Municipality has effected one of the following alternatives:

- (a) entered into an agreement with another municipality that has established an Investment Board, that Investment Board and any other municipalities investing through that Investment Board to invest through that Investment Board;
- (b) entered into an agreement with the municipalities that have established a Joint Investment Board, that Joint Investment Board and any other municipalities investing through that Joint Investment Board, to invest through that Joint Investment Board; or
- (c) established an Investment Board on its own or established a Joint Investment Board with one or more other municipalities

and each such Founding Municipality has given the Investment Board or Joint Investment Board through which it will be investing the control and management of its investments by delegating to the board

- (d) the Founding Municipality's powers to make the investments; and
- (e) the Founding Municipality's duties under section 418.1 of the Act.

## **15.02 Participating Municipalities may not Dissolve ONE JIB.**

Participating Municipalities do not, either alone or collectively, have the power to dissolve ONE JIB.

## **SECTION 16 - GENERAL**

### **16.01 Notice.**

- (a) **Address for notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid or email to the addresses or facsimile numbers set out in Schedule A in respect of each Participating Municipality and in the case of ONE JIB or ONE Investment to:

ONE Joint Investment Board  
155 University Ave., Suite 800  
Toronto, ON M5H 3B7  
Attention: The Secretary with copy to the Chair  
email: [secretary@oneinvestment.ca](mailto:secretary@oneinvestment.ca)

ONE Investment  
155 University Ave., Suite 800  
Toronto, ON M5H 3B7  
Attention: The Secretary - Treasurer  
email: [amajidi@amo.on.ca](mailto:amajidi@amo.on.ca)

Changes to the addresses and facsimile numbers may be made in the manner set out in this Section 16.01.

- (b) **Effective date.** Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day of delivery (or, if the day is not a Banking Day, on the next following Banking Day) or, if mailed, on the second Banking Day following the day on which it is mailed. If a strike or lockout of postal employees is in effect or generally known to be impending on the date of mailing, any such notice or other communication shall be delivered and not sent by mail.

### **16.02 Application of the *Municipal Affairs Act*.**

In the event that a Participating Municipality becomes subject to supervision under Part III of the *Municipal Affairs Act*, the duties and responsibilities of ONE JIB hereunder, in respect of such Participating Municipality, may be subject to the special jurisdiction and powers that can be exercised in respect of the Participating Municipality and ONE JIB as a local board of such Participating Municipality.

### **16.03 Further action.**

Each party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

**16.04 Benefit.**

This Agreement shall enure to the benefit of and be binding upon each party and their respective successors and permitted assigns.

**16.05 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement.

**16.06 Electronic Signatures.**

This Agreement may be executed by the parties electronically in accordance with the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17.

*[Balance of page intentionally blank]*

The parties have executed this Agreement on the dates set out below.

[Municipality]

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ONE JOINT INVESTMENT BOARD

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ONE INVESTMENT

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

COUNTERPART OF  
**ONE JOINT INVESTMENT BOARD AGREEMENT**

**BY:** [INSERT FULL LEGAL NAME OF APPLICANT MUNICIPALITY]

**DATE:** \_\_\_\_\_

**BY:** [HEAD OF COUNCIL]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**BY:** [CLERK]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**SCHEDULE A  
PARTICIPATING MUNICIPALITIES  
(INCLUDING ADDRESS FOR NOTICES)**

**Town of Aurora**

100 John West Way  
Aurora, ON L4G 6J1  
ATTN: Director,  
Finance – Treasurer  
Phone: (905) 727-1375

**Town of Bracebridge**

1000 Taylor Court  
Bracebridge, ON P1L 1R6  
ATTN: Director of Finance/Treasurer  
Phone: (705) 645-6319 x262

**Town of Innisfil**

2101 Innisfil Beach Rd.  
Innisfil, ON L9S 1A1  
ATTN: Manager, Legal & Clerk  
Services/Clerk  
Phone: (705) 436-3740 x1401  
Email: lparkin@innisfil.ca

**City of Kenora**

1 Main Street South  
Kenora, ON P9N 3X2  
ATTN: Treasurer  
Phone: (807) 467-2013

**The Corporation of the City of Quinte West**

7 Creswell Drive  
Trenton, ON K8V 5R6  
ATTN: Director of Finance/Treasurer

**Town of Whitby**

575 Rossland Rd. E.  
Whitby, ON L1N 2M8  
ATTN: Commissioner,  
Corporate Services/Treasurer  
Phone: (905) 430-4314

**Town of Aylmer**

46 Talbot Street West  
Aylmer, ON N5H 1J7  
ATTN: Director of Financial  
Services/Treasurer  
Phone: (519) 773-3164 x4919

**Town of Huntsville**

37 Main St. East  
Huntsville, ON P1H 1A1  
ATTN: Manager of Finance/Treasurer  
Phone: (705) 789-1751 x2251

**Municipality of Neebing**

4766 Highway 61  
Neebing, ON P7L 0B5  
ATTN: Clerk-Treasurer  
Phone: (807) 474-5331

**The District Municipality of Muskoka**

70 Pine Street  
Bracebridge, ON P1L 1N3  
ATTN: Commissioner,  
Finance & Corporate Services  
Phone: (705) 645-2100 x4255

**City of Thunder Bay**

500 Donald Street E.,  
Thunder Bay, ON P7E 5K4  
ATTN: City Clerk  
Phone: (807) 625-2236

**SCHEDULE B  
FORM OF AUTHORIZING  
AND PRUDENT INVESTOR ENABLING BY-LAW FOR APPLICANT MUNICIPALITIES**

**[MUNICIPALITY FULL LEGAL NAME, INCLUDING THE CORPORATION OF THE XXXXX OR UPPER-TIER MUNICIPALITY FULL LEGAL NAME]**

**By-law Number [insert number]**

**A By-law of [Municipality full legal name, including The Corporation of the XXXX or Upper-tier Municipality full legal name] to authorize it to invest its money and investments that it does not require immediately in the Prudent Investment Program of ONE Joint Investment Board (“ONE JIB”) pursuant to section 418.1 of the *Municipal Act, 2001*, to approve various documents, the entering into of specific agreements and the delegation of certain powers and duties**

WHEREAS section 418.1 of the *Municipal Act, 2001* (the “**Act**”) permits a municipality that meets certain requirements to invest money that it does not require immediately in any security in accordance with the Act and the related regulations in any securities provided that it exercises the care, skill, diligence and judgment that a prudent investor would exercise in making such an investment;

WHEREAS section 418.1 of the Act provides that a municipality may, pursuant to subsection 418.1 (2) of the Act, pass a by-law to have section 418.1 apply to the municipality (the “**Prudent Investor Enabling By-law**”) provided that the municipality satisfies the prescribed requirements on the day the municipality passes the by-law and the Act further provides that subsection 418.1(2) will apply to the municipality as of the effective date set out in the by-law;

AND WHEREAS paragraph 3 of section 15 of O. Reg. 438/97 (Part II) (the “**Regulation**”) requires that a municipality that intends to invest pursuant to section 418.1 of the Act through a Joint Investment Board that was established by other municipalities must have entered into an agreement with the Joint Investment Board and any other municipalities investing through the Joint Investment Board before it passes its Prudent Investor Enabling By-law;

AND WHEREAS section 18 of the Regulation provides that the council of a municipality shall adopt and maintain an investment policy in relation to investing under section 418.1 of the Act, and section 25 of the Regulation provides that a municipality may enter into an agreement described in paragraph 3 of section 15 and may adopt an investment policy under section 18 of the Regulation before a municipality passes a Prudent Investor Enabling by-law;

AND WHEREAS the treasurer of The Corporation of the [insert name of the relevant municipality] (the “**Municipality**”) completed a draft Municipal Client Questionnaire, in the form attached hereto as Schedule “A” (the “**Municipal Client Questionnaire**”) and prepared the draft investment policy statement attached hereto as Schedule “B”, which is referred to as its Investment Policy Statement (the “**IPS**”) and the Municipality intends to approve the completed draft Municipal Client Questionnaire and adopt the IPS, in accordance with section 18 of the Regulation;

AND WHEREAS effective on May 19, 2020 The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of

Whitby (collectively the “**Founding Municipalities**”) established a Joint Investment Board pursuant to an Initial Formation Agreement as a joint municipal service board pursuant to section 202 of the Act (the “**Initial Formation Agreement**”), which Joint Investment Board is called ONE Joint Investment Board (“**ONE JIB**”) and all of the Founding Municipalities agreed under the Initial Formation Agreement to invest through ONE JIB;

AND WHEREAS ONE JIB and the Founding Municipalities have entered into an agreement that provides that ONE JIB will invest under section 418.1 of the Act on behalf of the Founding Municipalities under that agreement (the “**ONE JIB Agreement**”) and that ONE JIB will also invest under that agreement on behalf of other Ontario municipalities from time to time (each such municipality, including each Founding Municipality is a “**Participating Municipality**”, collectively the “**Participating Municipalities**”) on the basis that: (i) before any new Participating Municipality passes its Prudent Investor Enabling By-law it will have entered into the ONE JIB Agreement with ONE JIB and with all of the other Participating Municipalities on the day such new Participating Municipality passes its Prudent Investor Enabling By-law; and (ii) ONE JIB has met the criteria set out in subsection 17 (3) of the Regulation, and will, in accordance with section 418.1 of the Act, the Regulation and the ONE JIB Agreement, invest on behalf of the Participating Municipalities;

AND WHEREAS pursuant to the ONE JIB Agreement, all Participating Municipalities, consent to other municipalities entering into the ONE JIB Agreement from time to time so long as they comply with the applicable requirements and criteria under the Act and the Regulation;

AND WHEREAS ONE JIB is subject to all applicable provisions of the Act, including having: (i) a code of conduct established by the councils of each of the municipalities for which it is a local board (ii) an Integrity Commissioner and Closed Meeting Investigator appointed by the councils of the municipalities for which it is a local board; and (iii) a records retention by-law that establishes retention periods during which the records of ONE JIB must be retained and preserved in accordance with the Act;

AND WHEREAS it has been determined by ONE JIB that it would be prudent to have one code of conduct, one Integrity Commissioner and one Closed Meeting Investigator for ONE JIB, rather than one from each of the Founding Municipalities and one from each of the other municipalities that subsequently enter into the ONE JIB Agreement;

AND WHEREAS each of the Founding Municipalities and Participating Municipalities that subsequently entered into the ONE JIB Agreement pursuant to an authorizing by-law that is substantially in the same form as this By-law (“**Authorizing By-law**”), established the code of conduct for ONE JIB that is attached to the ONE JIB Agreement as part of the Terms of Reference (the “**Code of Conduct**”) and authorized ONE JIB to make future changes to the Code of Conduct;

AND WHEREAS after consultation with ONE Investment staff the Founding Municipalities directed ONE JIB’s agent, ONE Investment, to undertake a Request for Proposals (“**RFP**”) process to retain the services of both an Integrity Commissioner and a Closed Meeting Investigator for ONE JIB. After completion of the RFP process the recommended candidate was submitted to ONE JIB for its consideration and ONE JIB appointed the recommended candidate as its Integrity Commissioner and its Closed Meeting Investigator;

AND WHEREAS each Founding Municipality, pursuant to an Authorizing By-law, delegated to ONE JIB the authority to appoint its initial Integrity Commissioner and its initial Closed Meeting

Investigator and their respective successors, from time to time, in accordance with the process set out in the Terms of Reference which form part of the ONE JIB Agreement;

AND WHEREAS a records retention by-law was passed by ONE JIB on February 28, 2024 (the “**Records Retention By-law**”) and at that time more than a majority of the Participating Municipalities in their capacity as “affected municipalities” as that term is used in sections 254 and 255 of the Act, approved the establishment of the retention periods during which the records of ONE JIB must be retained and preserved and all of the Participating Municipalities at that time delegated the necessary powers and duties in respect of the records of ONE JIB to the Secretary of ONE JIB in accordance with the Records Retention By-Law;

AND WHEREAS the Municipality is required to have entered into the ONE JIB Agreement before the Municipality can pass its Prudent Investor Enabling By-law;

AND WHEREAS after ONE JIB confirms its acceptance of the Municipality as a Participating Municipality under the ONE JIB Agreement and after the Municipality, ONE JIB and ONE Investment have signed the ONE JIB Agreement ONE JIB, through its agent ONE Investment, and the Municipality will agree upon an effective date which date will be the effective date of the Municipality’s authorization of the application of section 418.1 of the Act to it, which effective date will also be known as the “**Prudent Effective Date**”;

NOW THEREFORE THE COUNCIL OF **THE CORPORATION OF THE MUNICIPALITY OF XXXX**, HEREBY ENACTS AS FOLLOWS:

1. The Municipality ratifies, confirms and approves the completion and execution by the treasurer of the Municipal Client Questionnaire for and on behalf of the Municipality.
2. The Municipality adopts the IPS and acknowledges and agrees that control and management of its money and investments that it does not require immediately will be given to ONE JIB pursuant to the ONE JIB Agreement as at the Prudent Effective Date described in section 8 of this By-law.
3. The Municipality authorizes the entering into of the ONE JIB Agreement after ONE JIB has accepted the Municipality as a Participating Municipality under the ONE JIB Agreement, substantially in the form attached hereto as Schedule “C”, pursuant to which ONE JIB will be given the control and management of the Municipality’s money and investments that it does not require immediately together with that of all of the other Participating Municipalities as at the day this By-law is passed with an effective date that is the Municipality’s Prudent Effective Date as described in section 8 of this By-law and the [head of council] and the treasurer are authorized to execute the ONE JIB Agreement for and on behalf of the Municipality.
4. Pursuant to the ONE JIB Agreement which the Municipality has authorized under this By-law, the Municipality agrees to the establishment of the Code of Conduct for ONE JIB as a local board of the Municipality on the basis that each municipality that invests through ONE JIB will similarly agree to the establishment of the Code of Conduct for ONE JIB in its capacity as a local board of that municipality and the Municipality hereby authorizes ONE JIB to make future changes to the Code of Conduct without further approval from the Municipality.
5. In accordance with the process for appointing an Integrity Commissioner and a Closed Meeting Investigator and their respective successors from time to time that is described in the Terms of Reference which form part of the ONE JIB Agreement the Municipality acknowledges

that ONE JIB has appointed its initial Integrity Commissioner and its initial Closed Meeting Investigator and the Municipality approves such initial appointments by ONE JIB and the delegation to ONE JIB of the authority to appoint their respective successors from time to time.

6. The Municipality acknowledges that ONE JIB as a local board of the Municipality has established the retention periods during which it must retain and preserve its records in accordance with the Act and that more than a majority of the Participating Municipalities at the time approved or shortly thereafter approved the establishment of such retention periods and the Municipality approves of the retention periods set out in the Records Retention By-law and hereby delegates to the Secretary of ONE JIB the necessary powers and duties in respect of the records of ONE JIB as described in the Records Retention By-law.

7. The delegation to ONE JIB of the power to appoint the successors of the initial Integrity Commissioner and of the initial Closed Meeting Investigator and the delegation to the Secretary of ONE JIB of the aforesaid powers and duties in respect of the records of ONE JIB will not be revoked prior to the end of the term of the council of the Municipality that made such delegations. These delegations may be revoked at any time thereafter. These delegations remain in effect unless and until such revocation occurs.

8. The Municipality hereby authorizes the application of section 418.1 of the Act to it after the ONE JIB Agreement has been signed by the Municipality, ONE JIB and ONE Investment on the basis that the effective date of the ONE JIB Agreement vis à vis the Municipality as a Participating Municipality will be the date that is set out as the Prudent Effective Date in a Prudent Effective Date Agreement substantially in the form attached hereto as Schedule "D" and the treasurer of the Municipality is hereby authorized to execute such agreement on behalf of the Municipality.

9. Any one or more of the [head of council], the treasurer and the clerk are, for and on behalf of the Municipality, each hereby authorized to do all things and to execute all other documents, instruments and papers in the name of the Municipality necessary or desirable to give control and management of its money and investments that it does not require immediately to ONE JIB and to deliver all documents, instruments and papers as required and as authorized by this By-law and such execution shall be conclusive evidence that such documents, instruments and papers so executed are the documents, instruments and papers authorized by this By-law.

10. Sections 1 to 7 inclusive and sections 9 and 10 of this By-law shall take effect on the day of passing and section 8 of this By-law shall take effect on the Municipality's Prudent Effective Date.

ENACTED and PASSED this [COUNCIL MEETING DATE]

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[PRINT NAME XXXXX]

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[PRINT NAME XXXXX]

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[HEAD OF COUNCIL XXXXX]

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[CLERK XXXXX]

## SCHEDULE C TERMS OF REFERENCE FOR ONE JIB

### 1. ESTABLISHMENT & PURPOSE

ONE Joint Investment Board (“**ONE JIB**”) was established by the Founding Municipalities to invest, on behalf of each Founding Municipality, money that the Founding Municipalities do not require immediately and to invest money that is not required immediately on behalf of other Ontario municipalities (such other Ontario municipalities, together with the Founding Municipalities, called the “**Participating Municipalities**”) that subsequently enter into the ONE Joint Investment Board Agreement (the “**Agreement**”) and to have control and management of such money, in accordance with the Act and the Regulation.

Each member of ONE JIB (“**Member**”) has a duty to manage and to direct the management of the investments of the Participating Municipalities over which ONE JIB has been given management and control in accordance with the Act and the Regulation.

ONE JIB is a joint municipal service board established under section 202 of the Act.

### 2. DEFINITIONS AND INTERPRETATION

These Terms of Reference are a schedule to the Agreement and thus form part of the Agreement. Except as otherwise defined in this Section 2, or unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the Agreement. In addition to the defined terms found in Section 1.01 of the Agreement, these Terms of Reference repeat the definition for “Act” and contain the following additional defined terms:

“**Act**” means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time;

“**Closed Meeting Investigator**” means an individual appointed as the closed meeting investigator in accordance with the requirements of the Act.

“**Code of Conduct**” means the code of conduct applicable to Members in accordance with the Act, attached as Exhibit A.

“**Integrity Commissioner**” means an individual appointed as the integrity commissioner of ONE JIB in accordance with the requirements of the Act.

“**Procedure By-law**” means the procedure by-law applicable to ONE JIB in accordance with the Act.

All other rules of interpretation set out in the Agreement apply equally to these Terms of Reference.

### 3. DUTIES AND RESPONSIBILITIES

#### 3.1 Compliance with Municipal Legislation

ONE JIB shall conduct its business and discharge its responsibilities in accordance with the Act and any other applicable provisions found in Municipal Legislation.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to adopt a procedure by-law.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have a code of conduct, and the Code of Conduct set out in Exhibit A has been established to apply to ONE JIB and its Members.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have procedures for the appointment of an integrity commissioner and, if necessary for the appointment of a closed meeting investigator. The Integrity Commissioner and the Closed Meeting Investigator shall be appointed or engaged in accordance with the process set out in Exhibit E.

### **3.2 Member Responsibility to Comply with Act and Regulation**

Each Member shall perform the functions mandated by, and otherwise comply with, the Act and the Regulation, other applicable legislation including securities legislation and these Terms of Reference. If it is apparent that a Member has failed to comply with the Act, the Regulation, other applicable legislation or these Terms of Reference in any material respect, a majority of the other Members may vote to remove the Member and any such removal shall be final and binding and shall not be subject to any legal challenge by the removed Member or any Participating Municipality. As used herein, “material” non-compliance means an act or omission (or series of acts or omissions) which is deliberate and not inadvertent and which either at occurrence or with the passage of time, can reasonably be expected to result in (i) the Member being subject to regulatory sanction or discipline; (ii) damage or economic loss, including by way of opportunity cost, to a Participating Municipality; (ii) damage to the reputation of ONE JIB or ONE Investment; or (iv) any detrimental effect on the ability of ONE JIB to function effectively.

### **3.3 Enumerated Duties**

ONE JIB shall perform such services, and have such duties and responsibilities, as may be provided in the Act and the Regulation and as the Participating Municipalities may determine and assign to ONE JIB from time to time, including the following:

- (a) Review the Participating Municipality’s Investment Policy, and at the request of the Participating Municipality, provide advice and recommendations with respect thereto, including the Participating Municipality’s investment objectives and strategies;
- (b) Adopt and maintain an Investment Plan for the Participating Municipality in accordance with the Act and the Regulation and consistent with the Participating Municipality’s Investment Policy;
- (c) Engage one or more Administrators, Custodians, Payment Servicers, External Portfolio Managers, investment counsel, bankers, brokers, dealers, and other Agents as may be required to implement the Investment Plan in accordance with the Investment Policy;
- (d) Monitor the performance of the Agents;
- (e) Report to the Participating Municipality as required by the Act and the Regulation;

- (f) Provide advice and observations to each Participating Municipality and its council regarding economic developments including matters affecting the business outlook, the investment environment and similar matters to assist the Participating Municipality and its council in assessing investment performance and planning;
- (g) Review and provide input on investment objectives, policies and procedures and appropriate risk management and mitigation measures with respect to the Participating Municipality's investments;
- (h) Review and monitor the investment performance of the Participating Municipality's investments, including selection of or recommendations as to appropriate benchmarks, peer group and similar metrics; and
- (i) Provide advice and recommendations with respect to such other matters as may be requested from time to time by ONE Investment or a Participating Municipality.

### **3.4 ONE JIB Reports to the Participating Municipalities**

ONE JIB shall, within 90 days of the end of the financial year of the Participating Municipality, prepare and deliver to the council of the Participating Municipality (to the attention of the Treasurer), an investment report (the "**Annual Investment Report**") prepared in accordance with the Regulation that contains:

- (a) a statement about the performance of the Participating Municipality's Managed Assets during the period covered by the report;
- (b) a statement by the Treasurer of the Participating Municipality as to whether or not, in the opinion of the Treasurer, all investments making up the Managed Assets are consistent with the Participating Municipality's Investment Policy and Investment Plan; and
- (c) such other information related to or incidental to the foregoing that the council of the Participating Municipality may reasonably require.

Prior to finalizing the Annual Investment Report, ONE JIB shall provide a draft report to the Treasurer of the Participating Municipality and shall consider any comments on such draft report made by the Treasurer of the Participating Municipality. Where ONE JIB is requested to provide additional information as contemplated herein, ONE JIB may request that the Participating Municipality prepare a draft of the report for ONE JIB's consideration and approval.

### **3.5 ONE JIB Reports to the Municipal Treasurer**

ONE JIB shall as soon as practicable notify the Treasurer of a Participating Municipality where the Managed Assets include an investment which is not consistent with the Participating Municipality's Investment Policy or Investment Plan. Such notice shall be accompanied by a written report of the results of any assessment which includes a description of each instance of a breach of the Participating Municipality's Investment Policy or Investment Plan, of which ONE JIB is aware or has reason to believe has occurred, and recommendations for any actions ONE JIB considers should be made to rectify the non-compliance.

### **3.6 ONE JIB Reports to Securities Regulatory Authorities**

ONE JIB shall, as soon as practicable, notify in writing the Ontario Securities Commission or other applicable securities regulatory authority where ONE JIB becomes aware of the occurrence of a material breach of applicable securities legislation applicable to ONE JIB or to ONE Investment. ONE JIB may also, but is not required to, communicate directly with securities regulatory authorities with respect to any concerns or issues that it may not otherwise be required to report and any other matter, but only if it has first communicated its concerns to ONE Investment and to the relevant Participating Municipality and considered any response received from the Participating Municipality.

### **3.7 Secretary to ONE JIB**

The work of ONE JIB shall be supported by a secretary (the “**Secretary to ONE JIB**”), who may be engaged or employed by ONE Investment, but who shall be appointed by ONE JIB, acting on the advice of ONE Investment, to the office of Secretary to ONE JIB and have a reporting relationship with the Chair of ONE JIB. The Secretary shall advise ONE JIB as to certain procedural and jurisdictional matters, including those matters specified in the Procedure By-Law, and be responsible to provide such secretarial, research, clerical and administrative services as ONE JIB may require in the discharge of its duties. From time to time, ONE JIB, acting on the advice of ONE Investment, may appoint an alternate Secretary or assistant to the Secretary to provide support as may be required in the circumstances.

### **3.8 Legal and Other Advisors**

If ONE JIB determines that it is useful or necessary for ONE JIB to carry out its duties, ONE JIB may engage, or seek advice from, at the expense of the Participating Municipalities, legal counsel, accountants or any other advisors, in each case provided that such person has the requisite knowledge and experience to provide such advice. ONE JIB has the authority to agree to reasonable compensation and proper expenses for any independent legal counsel and other advisors engaged by ONE JIB. ONE JIB may retain advisors selectively, and only to assist, not replace, ONE JIB decision making. Prior to retaining an independent advisor, the Chair of ONE JIB will provide advance notice to ONE Investment.

## **4. CONSTITUTION**

### **4.1 Number and Quorum**

ONE JIB shall be comprised of not fewer than seven and not more than [twelve] Members. The Participating Municipalities may change the size of ONE JIB in accordance with the Agreement, but shall seek the input of the Chair of ONE JIB prior to doing so. A majority of Members shall constitute a quorum for the transaction of business at any meeting of ONE JIB.

### **4.2 Qualification**

Each Member shall have such experience and expertise in investment management, risk management, finance, corporate governance, accounting, law or in such other areas of expertise as may be determined to be appropriate from time to time by ONE JIB or a committee thereof in consultation with ONE Investment.

No person shall be qualified to be a Member if that person is less than eighteen years of age, is of unsound mind and has been so found by a court in Canada or elsewhere, has been sanctioned or disciplined by a securities regulatory authority in Canada or elsewhere within the previous 20 years, or is not an individual or has the status of a bankrupt.

#### **4.3 Appointment of Members and Nominating Committee**

The Founding Municipalities have appointed the initial Members. Subsequent Members, including those appointed to fill vacancies as referred to in Section 4.6, are to be appointed as follows by the then incumbent Members and with the approval of ONE Investment.

ONE JIB in consultation with ONE Investment may form a nominating committee (the “**Nominating Committee**”), made up of no fewer than three and no more than nine persons to identify individuals to fill vacancies on ONE JIB. The Chair of the Nominating Committee shall be a Member. The other persons serving on the Nominating Committee need not be Members and may be senior officers of ONE Investment and/or representatives of the Participating Municipalities. The Nominating Committee, in recommending a new Member or reappointing a Member, shall consider:

- (a) the competencies and skills ONE JIB, as a whole, should possess;
- (b) the competencies and skills of each other Member; and
- (c) the competencies and skills the prospective Member would bring to ONE JIB.

The then incumbent Members and ONE Investment shall give consideration to individuals nominated by the Nominating Committee and a new Member shall be appointed with the affirmative vote of a simple majority of Members, and the approval of ONE Investment. Members may decline to follow the recommendation of the Nominating Committee, in which case the Chair of ONE JIB may form a new Nominating Committee.

Temporary vacancies may be filled by the the Chair of ONE JIB as the Chair may consider to be appropriate in the circumstances, provided that the filling of such vacancy receives the consent of a majority of the Members.

#### **4.4 Consent**

Upon first acting as a Member, every Member appointed in accordance with Section 4.3 shall be deemed to have consented to (a) acting as a Member on the terms and conditions set out herein, and (b) the public disclosure of the existence of ONE JIB, the names of its Members, the matters reviewed by ONE JIB, the recommendations of ONE JIB, the compensation and expenses of the Members, and any other matter that is required to be disclosed pursuant to the terms of applicable legislation and rules or any decision made under applicable municipal law; provided that the Members, acting reasonably and promptly following a request, shall be entitled to review and require changes to the text of any such disclosure.

#### **4.5 Adherence to Code of Conduct**

Every Member shall comply at all times with the Code of Conduct for Members of ONE JIB, as amended from time to time.

#### **4.6 Vacancies of Office**

A Member shall cease to hold office:

- (a) if the Member dies, resigns by a written resignation received and accepted by the Chair of ONE JIB in accordance with Section 4.7 or is removed from office in accordance with Section 4.8;
- (b) if the Member is a Municipal Treasurer Representative, and is a Treasurer of a Participating Municipality, and such Participating Municipality withdraws from ONE JIB; provided however, that if such individual has been appointed as the Treasurer of another Participating Municipality prior to or at the time of the effective date of withdrawal, and such Participating Municipality agrees, the individual may continue to serve as a Municipal Treasurer Representative;
- (c) upon the Member accepting employment or other engagement with a financial services provider, unless such employment or engagement has first been approved by the Integrity Commissioner and the Chair of ONE JIB;
- (d) if the Member is of unsound mind as determined by a court in Canada or elsewhere, bankrupt, prohibited from acting as a director or officer of any issuer in Canada, subject to any penalties or sanctions made by a court relating to provincial and territorial securities legislation or a party to a settlement agreement with a provincial or territorial securities regulatory authority;
- (e) if the Member is absent from meetings of ONE JIB for three consecutive regular meetings, without being authorized to do so by a resolution of ONE JIB;
- (f) if the Member's seat on ONE JIB is declared vacant in any judicial process; or
- (g) if the Member's membership is forfeited under the Act or any other act of the Ontario legislature.

Clause 4.6(e) does not apply to vacate the membership of a Member who is absent for 20 consecutive weeks or less if the absence is a result of the Member's pregnancy, the birth of the Member's child or the adoption of a child by the Member.

If a vacancy occurs on ONE JIB, the Members shall fill the vacancy as soon as practicable and a person appointed to fill a vacancy shall continue as a Member for the remainder of the term so replaced.

#### **4.7 Resignations**

Unless otherwise agreed to by ONE Investment and a majority of the other Members, a Member shall resign from ONE JIB upon: becoming aware that personal circumstances may have an adverse impact on the reputation of ONE JIB, a material change in employment that may have an adverse effect on the Member's contribution or effectiveness on ONE JIB or accepting a directorship with a financial institution or a company which results in the Member becoming subject to a conflict of interest as described in Section 6.2.

A Member may resign by notice in writing filed with the Secretary and the Chair of ONE JIB. A resignation is not effective if it would reduce the number of Members to less than a quorum.

#### **4.8 Removal of Member**

A Member or Members may be removed from office by a majority vote of the other Members, including in the circumstances described in Section 3.2 or Section 4.6. Removal shall be effected by instrument in writing delivered to such Member or Members specifying the effective date of such removal. If a Participating Municipality recommends to ONE JIB that it remove a Member, ONE JIB shall consider such recommendation, although the final determination shall be in the discretion of ONE JIB.

#### **4.9 Terms**

The term of office of a Member shall be no more than three years and no less than one year, and shall be set by ONE JIB, acting on the recommendation of the Nominating Committee, at the time such Member is appointed. Staggered terms are permitted. A Member may not be reappointed for a term of office that, if served, would result in the Member serving on ONE JIB for longer than nine years unless ONE JIB, on the recommendation of the Nominating Committee, agrees to such reappointment.

#### **4.10 Orientation and Continuing Education**

ONE Investment and ONE JIB shall provide orientation consisting of educational or informational programs that enable a new Member to understand: (a) the role of ONE JIB and its Members collectively; and (b) the role of the individual Member, including the commitment of time and energy that is expected from the Member. ONE JIB may supplement such orientation, and any orientation provided by ONE Investment on the nature and operation of municipal finance with such educational programs that it reasonably deems necessary or desirable. Each Member shall participate in orientation and continuing education programs provided or recommended by ONE JIB or ONE Investment.

#### **4.11 Chair and Vice-Chair**

The Chair and the Vice-Chair of ONE JIB shall be elected for three-year terms by the Members and upon the resignation, death, disqualification or removal of the current Chair or of the Vice-Chair. The Members shall take into account ONE Investment's recommendations, if any, when electing the Chair and the Vice-Chair. Each of the Chair and the Vice-Chair must be a Member. The Chair is responsible for managing the mandate, responsibilities and functions of ONE JIB. The Chair's primary functions are to lead ONE JIB meetings, facilitate the operations and deliberations of ONE JIB, foster communications among Members, and ensure ONE JIB carries out its responsibilities in a timely and effective manner. The Chair shall work with the Secretary, who shall act as board secretary of ONE JIB and set agendas and circulate meeting materials for ONE JIB meetings in accordance with the Procedure By-law, and shall be ONE JIB's primary contact with ONE Investment in preparing for meetings. On an ongoing basis, the Chair shall assess whether ONE JIB has appropriate administrative support, access to senior management of ONE Investment and access to outside advisers for the purpose of ONE JIB fulfilling its mandate.

ONE JIB may, by by-law or resolution, appoint a Member to act in the place of the Chair or other Member designated to preside at meetings in ONE JIB's Procedure By-law when the

Chair or designated Member is absent or refuses to act or the office is vacant, and while so acting such Member has all of the powers and duties of the Chair or designated Member, as the case may be, with respect to the role of presiding at meetings.

#### **4.12 Committees**

In addition to the Nominating Committee provided for in Section 4.3, ONE JIB may authorize any other committee or subcommittee to assist in carrying out any of its functions, except the removal of a Member. Any such committee or subcommittee shall be chaired by a Member, and its members appointed by ONE JIB, but such members of such committee or subcommittee need not all be Members. If any such committee is constituted as an *ad hoc* committee, ONE JIB shall by resolution provide it with a written mandate or terms of reference, and if constituted as a standing committee of ONE JIB, ONE JIB shall amend and supplement these Terms of Reference to include a defined mandate. Any committee or subcommittee formed under this Section 4.12 shall report on its meetings to ONE JIB, generally by way of a report filed at the next following meeting of ONE JIB, and in any case at least annually. A committee or subcommittee formed under this Section 4.12 is authorized to make recommendations to ONE JIB on a matter within its mandate; however the decision to take action based on the recommendation is reserved to ONE JIB. The Procedure By-law applies to proceedings of committees of ONE JIB with necessary modifications.

#### **4.13 Self Assessments**

Annually, ONE JIB must review and assess:

- (a) its effectiveness as a board, as well as the effectiveness and contribution of each of its Members, including a consideration of:
  - (i) the competencies and knowledge each Member is expected to bring to ONE JIB;
  - (ii) the level of complexity of the issues reasonably expected to be raised by Members in connection with the matters under review by ONE JIB;
  - (iii) continuing education activities and industry knowledge of each Member; and
  - (iv) the ability of each Member to contribute the necessary time required to serve effectively on ONE JIB;
- (b) its structural effectiveness, including a consideration of:
  - (i) the frequency of meetings;
  - (ii) the substance of meeting agendas;
  - (iii) the policies and procedures that ONE Investment has established to refer matters to ONE JIB;
  - (iv) the usefulness of the materials provided to Members; and
  - (v) the collective experience and background of the Members.

- (c) The written minutes of ONE JIB meetings at which these assessments take place shall form the basis of the records of such assessments. ONE JIB may also establish a process for and determine the frequency of additional assessments as it sees fit. ONE JIB shall consider how to respond appropriately to address any opportunities for improvement found in a self-assessment.

## **5. MEETINGS OF ONE JIB**

### **5.1 Calling and Place of Meetings**

Meetings of ONE JIB shall be called by the Chair of ONE JIB, in accordance with the Procedure By-law and the schedule of meetings approved by ONE JIB.

Except as may be permitted under the Act, meetings of ONE JIB shall be open to members of the public. Members may participate electronically with all the rights and duties of the other Members under the circumstances set out in the Procedure By-law.

Exhibit B sets out the current limited circumstances under which meetings of ONE JIB may or shall be closed, in accordance with the provisions of the Act.

### **5.2 Notice of Meeting**

Notice of the time and place of each meeting of ONE JIB shall be given by the Secretary as required under the Procedure By-law. The notice shall identify the main matters to be addressed at the meeting. The Secretary shall arrange for the notice of meeting to be posted or publicized as required.

Persons wishing to make deputations or representations to a meeting on any matter to be addressed at a meeting shall make appropriate arrangements to do so through the Secretary.

### **5.3 Persons Entitled to Participate**

When submitting a matter to ONE JIB for its recommendation or approval, ONE Investment and its representatives shall be entitled to be present at meetings of ONE JIB to outline the nature of the question or matter to be reviewed by ONE JIB. Any other person may participate in the meeting in accordance with the Procedure By-law and on the invitation of the Chair of the meeting or with the consent of ONE JIB. ONE JIB may hold at least one segment of one meeting annually at which ONE Investment, any entity related to ONE Investment or any of their representatives are not in attendance.

### **5.4 Conduct of Meetings**

All other procedural matters pertaining to the conduct of meetings, including voting at meetings, are governed by the Procedure By-Law.

### **5.5 Minutes of the Meetings and other Records**

Minutes and closed session records of all meetings of ONE JIB and reports of all ONE JIB committee meetings shall be kept. The Secretary to ONE JIB or the Secretary's designee shall be responsible for taking the minutes of the meeting and otherwise serving as secretary

of the meeting. Procedures relating to approval, adoption and publication of minutes are contained in the Procedure By-law.

The Secretary to ONE JIB shall be responsible for maintaining records of these Terms of Reference, minutes, closed session records and reports of meetings, copies of the agenda and materials provided to ONE JIB, copies of materials and written reports prepared by ONE JIB and copies of ONE JIB's own determinations. ONE JIB may satisfy this recordkeeping requirement by arranging for ONE Investment to keep such records. Other than as set out in Exhibit C, all the foregoing records shall be subject to disclosure in accordance with the Act and the *Municipal Freedom of Information and Protection of Privacy Act*.

## **6. CONFLICTS OF INTEREST**

### **6.1 Application of the Municipal Conflict of Interest Act**

ONE JIB is a local board for purposes of the *Municipal Conflict of Interest Act* (MCIA) and Members are subject to this Act. A Member shall comply with this Act.

### **6.2 Duty to Disclose**

Members of ONE JIB are required to make disclosure of their direct and indirect pecuniary interests in accordance with the requirements of the MCIA and the Code of Conduct. The Code of Conduct contains additional specific provisions relating to disclosure of pecuniary interests. The Secretary to ONE JIB shall be available to assist Members of ONE JIB with the disclosure process.

Furthermore, to the extent not covered by the provisions of the MCIA and the Code of Conduct, a Member shall disclose to ONE JIB and to ONE Investment any circumstances or relationships which exist at the time of appointment or which arise thereafter, which could constitute a conflict of interest. For purposes hereof, a conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which (a) a reasonable person would consider to constitute a conflict of interest which could interfere with the Member's ability to act in good faith and in the best interests of the Participating Municipalities; or (b) to a reasonable person would be expected to interfere with the Member's exercise of independent judgement.

Having disclosed or declared a conflict of interest, the Member shall thereupon take direction from the Chair of ONE JIB who shall be advised by the Secretary to ONE JIB.

## **7. STANDARD OF CARE AND INDEMNITY**

### **7.1 Standard of Care**

All Members of ONE JIB in exercising their powers and discharging their duties as a Member shall:

- i. act honestly and in good faith with a view to the best interests of each Participating Municipality; and
- ii. exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

## **7.2 Indemnification**

All Members, their respective heirs, executors and assigns, (in each case, an “**Indemnified Party**”) shall be indemnified by the Participating Municipalities for all liabilities, claims, damages, losses, costs and expenses incurred by them in connection with any action, suit or proceeding that is proposed or commenced or any other claim to which such Indemnified Party may be subject by reason of the management and control of the Managed Assets or otherwise arising out of or in connection with acting on behalf of the Participating Municipalities or in furtherance of the interests of the Participating Municipalities, except that this indemnity shall not apply to (a) losses arising from such Indemnified Party’s own wilful misconduct or fraud, or (b) expenses of the Participating Municipalities that the Indemnified Party has agreed to bear. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnified Party in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined that the Indemnified Party is not entitled to be indemnified as authorized in this Section 7.2. Amounts required to be paid or advanced to an Indemnified Party under this Section 7.2 shall be paid by Participating Municipalities in such proportion as ONE JIB, on the recommendation of ONE Investment, considers to be fair and equitable in the circumstances.

Further, the Members shall not be liable to ONE Investment or the Participating Municipalities or to any person for any loss or damages relating to any matter regarding ONE Investment and its investments, including any loss or diminution in the value of the Participating Municipalities’ investments or assets. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the Member to repay such amount if it shall be determined that the Member is not entitled to be indemnified. The foregoing indemnification applies only if the Member has acted in a manner consistent with the standard of care set out in Section 7.1 above.

## **7.3 Liability**

Unless otherwise required by applicable legislation, no Member shall be liable to ONE Investment or the Participating Municipalities or any other person if the Member complied with the standard of care set forth in Section 7.1, including reliance on advice in the manner contemplated in Section 3.8.

## **7.4 Insurance**

Each Member shall be entitled to an indemnity by ONE Investment and/or an affiliate of ONE Investment to the fullest extent permitted by applicable law. ONE JIB or ONE Investment may purchase and maintain (or reimburse individual Members for the cost of) insurance in such amounts and on such terms as are commercially reasonable on behalf of the Members against any liability that may be asserted against or expense that may be incurred by Members in connection with, or in any way related to, acting as Members of ONE JIB.

## **8. FEES AND EXPENSES**

### **8.1 Compensation**

The Founding Municipalities, together with ONE Investment, shall set the initial amount of compensation and expenses of the Members. After the initial compensation and expenses are set, the Members shall be entitled to receive such reasonable compensation and expenses for acting as Members of ONE JIB as ONE Investment, in consultation with ONE JIB, may from time to time determine. Such compensation may, but need not, include an annual retainer amount or stipend for acting as a Member, as well as compensation for attendance at information, continuing education and similar sessions at which no formal business is conducted. The compensation shall be set out in Exhibit D and amended from time to time as provided herein. ONE Investment must consider ONE JIB's most recent assessment of its compensation and ONE JIB's recommendations, if any, of the amount and type of compensation and expenses in setting the compensation of Members. In the event ONE JIB disagrees with ONE Investment's recommendation, ONE JIB shall discuss the issue with ONE Investment in a good faith attempt to reach an agreement. In determining the appropriate level of compensation, ONE Investment must consider:

- (a) the nature and complexity of the investments made by and on behalf of the Participating Municipalities;
- (b) the nature and extent of the workload of each Member, including the commitment of time and energy that is expected from each Member;
- (c) industry best practices, including industry averages and surveys on similar board compensation; and
- (d) the best interests of the Participating Municipalities.

### **8.2 Reimbursement of Expenses**

Members shall be entitled to reimbursement for their reasonable expenses incurred in attending meetings of ONE JIB and other out of pocket expenses incurred in connection with acting as a Member. ONE Investment will request production of receipts and documents supporting expenses.

## **9. CONFIDENTIALITY**

### **9.1 Maintaining Confidentiality**

The definition of Confidential Information is found in the Code of Conduct. Each Member shall, in accordance with the Act and the Code of Conduct, protect the confidentiality, and prevent the unauthorized disclosure or use, of Confidential Information. Each Member shall promptly notify ONE JIB's Chair or ONE Investment of any advertent or inadvertent disclosure, misuse or misappropriation of Confidential Information of which the Member becomes aware.

The Members shall not be subject to any confidentiality obligation in respect of any Confidential Information that is or was (i) information in the public domain; (ii) disclosed to the Member by a third person not subject to a confidentiality obligation to ONE JIB, ONE Investment or a Participating Municipality; (iii) approved by ONE JIB, ONE Investment or a

Participating Municipality for disclosure to another person or the public; or (iv) required by law to be disclosed by the Member.

## **9.2 Public Statements and Dealing with Media**

In the event ONE JIB, or any of its Members, is contacted by the media or a regulator, in respect of any issue related to ONE Investment, the request will be referred to the Chair of ONE JIB or the Chair's designate.

## **10. AMENDMENTS**

### **10.1 General**

A notice or document required to be sent to a Member or to ONE Investment may be sent by prepaid mail addressed to, or may be delivered personally or by courier to, the Member at the Member's latest address provided by the Member to ONE Investment, and to ONE Investment at:

ONE Joint Investment Board  
or ONE Investment  
155 University Ave., Suite 800  
Toronto, ON M5H 3B7  
Attention: The Secretary with copy to the Chair  
email: [secretary@oneinvestment.ca](mailto:secretary@oneinvestment.ca)

or such other address as ONE Investment may notify each Member. A notice or document if mailed to a Member or ONE Investment shall be deemed to have been received at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the Member or ONE Investment did not receive the notice of the document at that time or at all.

### **10.2 Amendments**

ONE JIB may amend these Terms of Reference from time to time, in consultation with ONE Investment and in compliance with the provisions of the Agreement, including where applicable, receipt of approval or consent of Participating Municipalities. A decision by ONE JIB to propose to amend these Terms of Reference must be approved at a meeting of ONE JIB. ONE JIB shall provide ONE Investment with at least 30 days' notice of any such proposal to amend these Terms of Reference and ONE JIB must consider ONE Investment's recommendations relating to such proposed amendment. Upon expiry of the 30-day notice period, and subject to receipt of any other consents or approvals as may be required, ONE JIB may approve the proposed amendment at a meeting of ONE JIB, and such amendment shall be effective immediately thereafter. As soon as is practicable, ONE JIB shall notify ONE Investment that the proposed amendment has been approved and is in effect. Where relevant to the Participating Municipality, ONE JIB shall include a description of any material amendments to these Terms of Reference in its annual report to each Participating Municipality. ONE JIB may not amend these Terms of Reference (i) in a manner inconsistent with the Act and the Regulation and any other provisions of applicable Municipal Legislation, (ii) to give ONE JIB functions other than those prescribed by the Act and the Regulation, or (iii) other than as permitted by the Agreement and this Section 10.2.

### **10.3 Electronic Delivery**

Provided the addressees have consented in writing or electronically, the notice requirements may be satisfied by creating and providing an electronic document. An electronic document is deemed to have been received when it enters the information system designated by the addressee (provided that it has been properly addressed) or, if the document is posted on or made available through a generally accessible electronic source, when the addressee receives notice in writing of the availability and location of that electronic document.

### **10.4 Computation of Time**

In computing the time when a notice or document must be given or sent under any provision requiring a specified number of days' notice of any meeting or other event, the day on which the notice or documents is given or sent shall be excluded and the day on which the meeting or other event occurs shall be included.

### **10.5 Omissions and Errors**

The accidental omission to give any notice or send any document or the non-receipt of any notice or document or any error in any notice or document not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded on such notice or document.

**EXHIBIT A**  
**ONE JOINT INVESTMENT BOARD**  
**CODE OF CONDUCT**

**POLICY STATEMENT**

This Code of Conduct establishes standards of conduct for Members of the ONE Joint Investment Board (“**ONE JIB**”) in the conduct of their official duties. It is a schedule to the agreement between ONE JIB, each Participating Municipality and ONE Investment under which all Participating Municipalities and ONE JIB agree to the terms pursuant to which ONE JIB will manage and control the money that is not required immediately of the Participating Municipalities (the “**ONE JIB Agreement**”).

Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the ONE JIB Agreement. In the event of a discrepancy or inconsistency between the provisions contained in the ONE JIB Agreement and those contained in this Code of Conduct, the ONE JIB Agreement shall prevail.

**APPLICATION**

This Code of Conduct applies to the Chair and the other Members of ONE JIB acting in their capacity as Members. This includes, but is not limited to, the conduct of Members in the following circumstances:

- in relation to matters immediately before, and/or solely within the purview of ONE JIB;
- when interacting with ONE JIB and ONE Investment staff and/or another Member;
- in relation to business conducted by ONE JIB;
- while on the premises of ONE JIB, whether such premises are owned, leased or simply occupied by ONE JIB;
- during an event or function of ONE JIB;
- while serving on any board, committee or other body to which the Member was appointed by ONE JIB; and
- during a non-ONE JIB event or function where the Member has been expressly invited or is participating as a representative of ONE JIB.

**PURPOSE**

The purpose of this Code of Conduct is to set a standard of conduct for Members of ONE JIB as required by the *Municipal Act, 2001* (the “**Act**”). Abiding by this standard helps to promote good governance and maintain public confidence in ONE JIB and the Participating Municipalities.

## 1.0 DEFINITIONS

1.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) **“Act”** means the *Municipal Act, 2001*, S.O. 2001, c. 25;
- (b) **“Child”** means a child born within or outside marriage and includes an adopted child and a person to whom a parent has demonstrated a settled intention to treat as a child of her or his family;
- (c) **“Committee”** means a committee or sub-committee established by ONE JIB;
- (d) **“Confidential Information”** means any non-public, proprietary or private information, related to the functions of ONE JIB, ONE Investment, the Participating Municipalities or any of the investment funds managed by ONE JIB or any agent of ONE JIB and, without limiting the foregoing, includes:
  - (i) any such information provided orally, in writing or electronically, and
  - (ii) all or any part of any documented information to the extent that any applicable legislation, including the Act and the *Municipal Freedom of Information and Protection of Privacy Act*, permits or requires such information, including personal information, to be private;
- (e) **“Integrity Commissioner”** means the Integrity Commissioner appointed by ONE JIB;
- (f) **“Member”** means a member of ONE JIB, including the Chair;
- (g) **“MNPI”** means material non-public information;
- (h) **“Non-pecuniary Interest”** means a private or personal interest that a Member may have that is non-financial in nature but that arises from a relationship with a person or entity that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the Non-pecuniary Interest arises;
- (i) **“ONE Investment”** means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to ONE JIB under the ONE Joint Investment Board Services Agreement made between ONE JIB and ONE Investment;
- (j) **“ONE JIB”** means the ONE Joint Investment Board that has been established under subsection 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE JIB Agreement;
- (k) **“Parent”** means a person who has demonstrated a settled intention to treat a child as a member of that person’s family whether or not that person is the natural parent of the child;

- (l) **“Participating Municipalities”** means the municipalities for whom ONE JIB acts as the Joint investment Board under the terms of the ONE JIB Agreement from time to time;
- (m) **“Pecuniary Interest”** means a direct or indirect interest of a financial nature, including the interest of the Parent or Spouse or any Child of the Member, if known to the Member; and
- (n) **“Spouse”** means a person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

## 2.0 STATEMENT OF PRINCIPLES

2.1 The following principles will guide Members and assist with the interpretation of this Code of Conduct:

- (a) Members shall serve the public in a conscientious and diligent manner;
- (b) Members shall always act with integrity, accountability and transparency, and shall avoid the improper use of influence in their office as well as conflicts of interest, both apparent and real;
- (c) Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and will stand up to public scrutiny;
- (d) Members shall observe and comply with the laws of Canada, Ontario and the laws and policies adopted by ONE JIB, including but not limited to the following:
  - (i) *Criminal Code*,
  - (ii) *Municipal Act, 2001*,
  - (iii) *Municipal Conflict of Interest Act*,
  - (iv) *Municipal Freedom of Information and Protection of Privacy Act*,
  - (v) *Occupational Health and Safety Act*,
  - (vi) *Human Rights Code*,
  - (vii) *Securities Act*,
  - (viii) *ONE JIB Procedure By-law*; and
- (e) Members shall be fair and respectful of differences and have a duty to work together for goodwill, the common good and the public interest.

2.2 The statements set out in Section 2.1 are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are not operative provisions of the Code of Conduct and are not intended to be enforced independently as such.

### **3.0 GENERAL DUTIES**

- 3.1 In exercising the Member's powers and discharging her or his duties as a Member, each Member shall:
- (a) act honestly and in good faith with a view to the best interests of ONE JIB and the Participating Municipalities;
  - (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
  - (c) refrain from making:
    - (i) any statement known to be false or with the intent to mislead ONE JIB, ONE Investment staff, the Participating Municipalities or the public, and
    - (ii) any disparaging comment or unfounded and speculative accusation about the motives of another Member, ONE Investment staff, the Participating Municipalities or the public.

### **4.0 CONDUCT AT MEETINGS**

- 4.1 Members will conduct themselves at all ONE JIB and Committee meetings with decorum and in accordance with ONE JIB's Procedure By-law and any other applicable procedural rules and policies.

### **5.0 CONFIDENTIAL INFORMATION**

- 5.1 Members receive confidential information from a number of sources as part of their work. This includes information ONE JIB receives in confidence that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws as well as information received during closed meetings of ONE JIB or its Committees. It also includes information that a Member is restricted from using or disclosing under the *Criminal Code*, the *Securities Act*, or due to any contractual obligations or policies of ONE JIB or ONE Investment.
- (a) Members are only entitled to information in the possession of ONE JIB that is relevant to matters before ONE JIB or its Committees.
  - (b) Members shall not use confidential information for personal or private gain or for the gain of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate.
  - (c) Members shall not directly or indirectly benefit, or aid others to benefit, from knowledge relating to the property and assets of ONE JIB, ONE Investment or any of the Participating Municipalities.
- 5.2 Without limiting the generality of any provision of Section 5.0, Members acknowledge that in the course of discharging their responsibilities, they may have access to MNPI about securities issuers, including public companies. All such MNPI is considered "confidential information." Any use of MNPI to make an investment decision or recommendation or to

“tip” others who might make an investment decision on the basis of the MNPI is unethical and illegal and could result in civil and/or criminal penalties. If a Member learns of MNPI about an issuer, the Member must refrain from disclosing it (other than to another person with a need to know) or making use of such information in any manner until the information has been publicly disclosed or is no longer material.

- 5.3 Members shall not disclose the content of any confidential information, or the substance of confidential deliberations, of a closed meeting of ONE JIB or any of its Committees. Each Member has a duty to hold information received at closed meetings in strict confidence for as long and as broadly as the confidentiality applies. Members must not, either directly or indirectly, release, make public or in any way divulge any confidential information or any confidential aspect of closed ONE JIB or Committee deliberations to anyone, unless authorized by ONE JIB or as required by law.
- 5.4 Members shall not disclose, use or release information in contravention of applicable privacy laws.

## **6.0 STAFF AND ONE JIB RELATIONS**

- 6.1 ONE JIB, ONE Investment and the Participating Municipalities approve budgets, policies and other governance of ONE JIB through their by-laws, resolutions and other decisions. Individual Members do not direct or oversee the functions of ONE Investment staff.
- 6.2 Members shall respect the role of ONE Investment staff in the administration of the business affairs of ONE JIB. Members shall respect that:
- (a) staff provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations. Members shall not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
  - (b) staff serves ONE JIB as a whole, and the combined interests of all Members as evidenced through the decisions of ONE JIB. Members shall not:
  - (c) make requests or statements or take actions which may be construed as an attempt to influence the independent administration of ONE JIB business, or
  - (d) attempt to intimidate, threaten, or influence any staff member from carrying out that person’s duties, including any duty to disclose improper activity;
  - (e) staff carry out their duties based on political neutrality and without undue influence from any individual Member. Members shall not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

## **7.0 DISCRIMINATION AND HARASSMENT**

- 7.1 ONE JIB is committed to providing and maintaining a working environment that is based on respect for the dignity and rights of everyone acting in conjunction with ONE JIB and meeting its obligations under the *Human Rights Code* and the *Occupational Health and*

*Safety Act*. It is ONE JIB's goal to provide a healthy, safe, and respectful work environment that is free from any form of harassment or discrimination.

- 7.2 All Members have a duty to treat members of the public, one another and ONE Investment staff with respect and without abuse, bullying or intimidation and to ensure that their work environment is free from discrimination, harassment and violence. This duty applies to all in-person activities and to all electronic communications, including the use of social media.

## **8.0 USE OF ONE JIB PROPERTY**

- 8.1 ONE JIB and ONE Investment are the stewards of ONE JIB's assets. The Participating Municipalities and the community place their trust in ONE JIB to make decisions for the public good in relation to these assets.

- 8.2 By virtue of the Member's office or appointment, a Member shall not:

- (a) use or permit the use of ONE JIB or ONE Investment facilities, equipment, supplies, services, staff or other resources for activities other than ONE JIB's business;
- (b) seek financial gain for themselves, or for any other person including, without limitation the Member's Parent, Spouse, Child, grandchild, friend or associate, from the use or sale of information owned by ONE JIB or ONE Investment or intellectual property, computer programs, web or social media accounts, technological innovations, or other patents, trademarks or copyright held by ONE JIB or ONE Investment;
- (c) use any information the Member may obtain about any proposed trading activity in, or other transaction involving, the investment portfolios of the Participating Municipalities to trade for her or his own account or for the account of any other person including, without limitation, the Member's Parent, Spouse, Child, grandchild, friend or associate in respect of which the Member has trading authority.

## **9.0 CONFLICTS OF INTEREST**

- 9.1 Members shall take appropriate steps to avoid conflicts of interest, both apparent and real and are required to comply with the *Municipal Conflict of Interest Act*. Proactive steps to mitigate conflicts of interest are important to maintaining public confidence in Members, ONE JIB and the Participating Municipalities.
- 9.2 Members shall seek guidance from the Integrity Commissioner if they believe that they may have a conflict between their responsibilities to the public as a Member and any other Pecuniary Interest or Non-pecuniary Interest.
- 9.3 To the extent not covered by the *Municipal Conflict of Interest Act* or the ONE JIB Agreement, a Member shall disclose to ONE JIB and to ONE Investment any circumstances or relationships which exist at the time of appointment or which arise thereafter which could constitute an existing or potential conflict of interest. For this

purpose, a potential conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which a reasonable person:

- (a) would consider to constitute a conflict of interest which could interfere with the Member's ability to act in good faith and in the best interests of ONE JIB and the Participating Municipalities; or
- (b) would expect to interfere with the Member's exercise of independent judgment.

## **10.0 BUSINESS RELATIONS**

- 10.1 A Member shall not be a director or hold an executive position with any organization whose objectives and mandate are in conflict with, or may reasonably be perceived to be in conflict with, the objectives and mandate of ONE JIB. Before taking a new executive position, the Member shall inform the Chair and the Integrity Commissioner to obtain advice about the new circumstances.
- 10.2 A Member shall not act as a paid agent of ONE JIB or provide goods, consulting or other services to ONE JIB directly or indirectly through a partnership, professional or closely-held corporation.
- 10.3 If a Member becomes aware that an entity in which the Member has a material interest, as a director, employee or agent, may offer or provide goods, consulting or other services to ONE JIB, the Member shall:
  - (a) disclose those circumstances to the Chair; and
  - (b) seek written advice from the Integrity Commissioner about the application of the *Municipal Conflict of Interest Act* and whether, in consideration of the circumstances, the Member's ongoing membership is in the best interests of ONE JIB.

In providing written advice pursuant to Section 10.3(b), the Integrity Commissioner shall consider the risk of harm to the reputation of ONE JIB and the Participating Municipalities.

- 10.4 Unless otherwise agreed to by ONE Investment and a majority of the Members, a Member shall resign from ONE JIB upon becoming aware of:
  - (a) any personal circumstances that may have an adverse impact on the reputation of ONE JIB;
  - (b) a material change in employment that may have an adverse effect on the Member's contribution to ONE JIB; or
  - (c) a conflict of interest as described in Sections 9.0 or 10.0 resulting from the Member accepting a directorship with a financial institution or other corporation.

## **11.0 IMPROPER USE OF INFLUENCE**

- 11.1 Members shall not use the influence of their office or appointment for any purpose other than the exercise of their official duties.

- 11.2 Members shall not use the status of their position to influence the decision of another person which may affect the Pecuniary Interest or Non-pecuniary Interest of themselves, or of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate, or for the purpose of creating a disadvantage to another person.

## **12.0 GIFTS AND BENEFITS**

- 12.1 Gifts to Members risk the appearance of improper influence. Gifts may appear to induce influence or create an incentive for Members to make decisions on the basis of relationships rather than in the best interests of ONE JIB or its Participating Municipalities. Members shall not accept a fee, advance, gift, gift certificate, cash or personal benefit connected directly or indirectly with the performance of the Member's duties.
- 12.2 A gift, benefit or hospitality that is connected directly or indirectly to the performance of the Member's duties provided with the Member's knowledge to a Member's Spouse, Child, Parent, grandchild or to a Member's friend or associate is deemed to be a gift to that Member.
- 12.3 Notwithstanding Section 12.1, Members shall be entitled to accept any gifts or benefits in their public capacity in the following circumstances:
- (a) compensation authorized by law;
  - (b) gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
  - (c) gifts or benefits given in recognition of services provided without compensation by Members volunteering their time;
  - (d) a suitable memento at a function honouring the Member;
  - (e) food, lodging, transportation and entertainment provided by:
    - (i) provincial, regional or local governments or political subdivisions of them,
    - (ii) the federal government,
    - (iii) a foreign government within a foreign country,
    - (iv) Association of Municipalities of Ontario,
    - (v) Local Authority Services,
    - (vi) Municipal Finance Officers' Association of Ontario,
    - (vii) CHUMS Financing Corporation,
    - (viii) ONE Investment, or
    - (ix) a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity;

- (f) participating in or consuming food and beverages at banquets, receptions, sporting events or similar functions, if:
    - (i) attendance serves a legitimate business purpose, or supports a charitable cause in the community, a board of trade or chamber of commerce;
    - (ii) the person extending the invitation or a representative of the organizing entity is in attendance; and
    - (iii) the value is reasonable and the invitations infrequent;
  - (g) gifts of nominal value (e.g. a baseball cap, t-shirt, flash drive, book);
  - (h) any gift or personal benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of the Member's duties.
- 12.4 The exceptions set forth in Section 12.3 do not apply where the gifts or benefits are provided by potential administrators, custodians, payment servicers, portfolio managers, investment counsel, bankers, brokers, dealers or other agents as may be required to implement the Investment Plan in accordance with a Participating Municipality's Investment Policy Statement.
- 12.5 In the case of Sections 12.3 (b), (d), (e) and (f) of, if the value of the gift or benefit exceeds \$500, or if the total value of gifts and/or benefits received from any one source during the course of a calendar year exceeds \$500, the Member shall, within thirty (30) days of receipt of the gift or benefit or reaching the annual limit, file a disclosure statement with the Integrity Commissioner. The disclosure statement will be a matter of public record. The disclosure statement shall provide the following information:
- (a) the nature of the gift or benefit;
  - (b) its source and date of receipt;
  - (c) the circumstances under which it was given or received;
  - (d) its estimated value;
  - (e) what the Member intends to do with the gift or benefit; and
  - (f) whether the gift or benefit will at any point be left with ONE JIB or ONE Investment.
- 12.6 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether receipt of the gift or benefit might, in her or his opinion, create a conflict between a private interest and the public duty of the Member. In the event that the Integrity Commissioner makes this preliminary determination, the Integrity Commissioner shall call upon the Member to justify receipt of the gift or benefit.
- 12.7 Should the Integrity Commissioner determine that receipt was inappropriate, the Integrity Commissioner may direct the Member to return the gift or benefit, reimburse the donor for

the value of the gift or benefit if already consumed, or forfeit the gift or benefit or remit the value of the gift or benefit if already consumed to ONE JIB or ONE Investment.

- 12.8 Except in the cases of Sections 12.3 (a) and (e), a Member may not under any circumstances accept a gift or benefit worth in excess of \$750 or gifts and benefits worth in the aggregate in excess of \$750 from one source during a calendar year.

### **13.0 COMMUNICATION**

- 13.1 Members shall seek to advance the public interest with honesty and refrain from making any statement through any medium (including and without limiting the generality of the foregoing, through any social media platform) to Participating Municipalities, other stakeholder groups, the media or the public unless such statement is authorized by the Chair of ONE JIB or the Chair's delegate.

### **14.0 ELECTION ACTIVITY**

- 14.1 Members are required to conduct themselves in accordance with elections legislation as may be amended from time to time, and any ONE JIB policies. The use of ONE JIB resources, including property and ONE Investment staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.

### **15.0 INTEGRITY COMMISSIONER'S ADVICE**

- 15.1 It is the duty of the Member to seek the Integrity Commissioner's written advice on any potential situation where the Member might reasonably be expected to be in contravention of this Code of Conduct.
- 15.2 Any written advice given to a Member by the Integrity Commissioner binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner and the facts remain unchanged.

### **16.0 RESPONSIBILITIES**

- 16.1 Members shall:
- (a) consult with the Integrity Commissioner if they need any advice or clarification regarding their obligations under this Code of Conduct; and
  - (b) adhere to the provisions of this Code of Conduct and ensure compliance with all applicable legislation as well as all procedures, rules or policies of ONE JIB governing their ethical behaviour.
- 16.2 The Integrity Commissioner shall:
- (a) investigate complaints related to a Member's alleged contravention of this Code of Conduct;

- (b) provide written advice to Members with respect to their obligations under the Code of Conduct and the *Municipal Conflict of Interest Act*;
- (c) provide educational information about the Code of Conduct and the *Municipal Conflict of Interest Act*; and
- (d) provide such advice and opinions as may be from time to time requested by ONE JIB.

## **17.0 CONTRAVENTION**

- 17.1 The Integrity Commissioner shall establish a complaint protocol to investigate complaints of contraventions by Members of this Code of Conduct and sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*.
- 17.2 Members shall not act in reprisal or threaten reprisal against a person who makes a complaint, files an application or provides information to the Integrity Commissioner during an investigation.
- 17.3 Members are expected to cooperate with requests for information during investigations relating to the Code of Conduct and the *Municipal Conflict of Interest Act*. Members shall not destroy documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a complaint has been lodged under the Code of Conduct, the *Municipal Conflict of Interest Act* or any process for complaints adopted by ONE JIB.
- 17.4 Where a report is received from the Integrity Commissioner that there has been a contravention of the Code of Conduct, ONE JIB may impose either of the following penalties on the Member as permitted by the *Act*:
  - (a) a reprimand; or
  - (b) a suspension of the remuneration paid to the Member in respect of the Member's services on ONE JIB for a period up to 90 days.
- 17.5 ONE JIB may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:
  - (a) provide a written or verbal apology;
  - (b) return property or make reimbursement of its value or of money spent;
  - (c) be removed from or not be appointed to the membership on a Committee;
  - (d) be removed from or not be appointed as chair of a Committee; and
  - (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

## **18.0 COMPLAINT PROTOCOL**

- 18.1 The Complaint Protocol is Appendix “A” to this Code of Conduct and applies to Complaints (as defined in Appendix “A”) under this Code of Conduct and the *Municipal Conflict of Interest Act*.

**APPENDIX A**  
**ONE JOINT INVESTMENT BOARD CODE OF CONDUCT**  
**COMPLAINT PROTOCOL**

Defined terms used herein, unless the context otherwise requires, have the meanings ascribed to such terms in the Code of Conduct. In the event of a discrepancy or inconsistency between the provisions contained in the Code of Conduct and those contained in this Complaint Protocol, the Code of Conduct shall prevail.

**PART A - INFORMAL COMPLAINT PROCEDURE**

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
  - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
  - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
  - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
  - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
  - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
  - (f) if applicable:
    - (i) confirm to the Member that the Member's response is satisfactory, or
    - (ii) advise the Member that the Member's response is unsatisfactory;
  - (g) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe contravenes the Code of Conduct.
3. The Integrity Commissioner may be requested to assist in an attempt to settle or resolve the issue with the Member and the individual but will participate only if both parties have consented.

4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

## **PART B - FORMAL COMPLAINT PROCEDURE**

### **Formal Complaints**

- 5.(1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint ("Complaint") to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
  - (a) a Complaint shall be in writing on the prescribed form (Formal Complaint Form # 1 attached hereto) and shall be dated and signed by an identifiable individual (the "complainant");
  - (b) the Complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct and must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
  - (c) Members of ONE JIB may also file a Complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
- (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal application requesting that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of that statute by a Member in accordance with the following requirements:
  - (a) an application (also referred to as a "Complaint" herein) shall be in writing on the prescribed form (Complaint Form #2 attached hereto), dated and signed by an identifiable individual;
  - (b) the application shall include a statutory declaration attesting to the fact that:
    - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the application, or
    - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
  - (c) ONE JIB may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 5(2) to be sworn by a Member of ONE JIB.

- (3) Complainants who file a formal Complaint under Sections 5(1) or 5(2) must provide a full and complete record of evidence to substantiate or support the allegations set out in the Complaint to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information.

### **Filing of Complaint and Classification by Integrity Commissioner**

- 6.(1) The Complaint may be filed with the Integrity Commissioner by hard copy or by e-mail at the following mailing or email addresses:

John Mascarin  
Aird & Berlis LLP  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9  
Email: jmascarin@airdberlis.com  
Tel: 416-865-7721

- (2) The Integrity Commissioner shall initially classify the Complaint to determine if the matter is, on its face, a Complaint with respect to a contravention of the Code of Conduct and not covered by other legislation or other ONE JIB procedures, policies or rules as set out in Section 7 or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

### **Complaints Outside Integrity Commissioner's Jurisdiction or Not for Investigation**

- 7.(1) If the Complaint, including the supporting affidavit or the statutory declaration, is not, on its face, a Complaint with respect to a contravention of the Code of Conduct or the Complaint relates to matters addressed by other legislation under another procedure, policy or rule of ONE JIB or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

#### ***Criminal Matter***

- (a) if the Complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
- (i) the Integrity Commissioner will refer it to the appropriate police service, or
  - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

#### ***Municipal Freedom of Information and Protection of Privacy Act***

- (b) if the Complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Secretary to deal with under any access and privacy policies of ONE JIB under that statute;

***Other Procedure, Policy or Rule Applies***

- (c) if the Complaint appears to fall within the scope of another procedure, policy or rule of ONE JIB, the complainant shall be advised to pursue the matter under such procedure, policy or rule with the appropriate official or staff member; and

***Lack of Jurisdiction***

- (d) if the Complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of ONE JIB as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals, if any, as the Integrity Commissioner considers appropriate.
- (2) If it becomes apparent to the Integrity Commissioner at any time that the Complaint with respect to a contravention of the Code of Conduct or with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, relates to any of the following matters, the Integrity Commissioner shall advise the complainant in writing as follows:

***Matter Already Pending***

- (a) if the Complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

***Similar Matter Already Pending***

- (b) if the Complaint is in relation to a similar matter which is subject to an outstanding Complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the Complaint in the similar matter; and

***Other Ethical Code or Policy Applies***

- (c) if the Complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also governs the Members (for example, another professional or regulatory body to which the Member may belong), the Integrity Commissioner shall consider the most appropriate forum for the Complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.
- (3) Nothing in Section 7 precludes the Integrity Commissioner from reporting to ONE JIB any matter that is suspended, summarily dismissed, terminated or not otherwise investigated.

## **Limitation Period**

- 8.(1) The Integrity Commissioner shall not accept a Complaint under the Code of Conduct for which the event giving rise to the Complaint occurred or came to the attention of the complainant more than six (6) months prior to the date of the filing of the Complaint. The complainant must establish that the event giving rise to the Complaint occurred and/or came to the complainant's attention within six (6) months of the Complaint being filed in accordance with Section 6.
- (2) The Integrity Commissioner shall not accept an application with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(7) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

## **Refusal to Conduct Investigation**

- 9.(1) The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied at any time, after considering the information contained in the Complaint, that the Complaint:
  - (a) is frivolous or vexatious,
  - (b) is not made in good faith,
  - (c) constitutes an abuse of process,
  - (d) discloses no grounds or insufficient grounds for an investigation,
  - (e) does not warrant a full investigation, or
  - (f) is not otherwise in the public interest,

the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the Complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member. The Integrity Commissioner shall report the refusal to conduct an investigation to ONE JIB.

## **Opportunities for Resolution**

10. Following receipt and review of a formal Complaint or at any time during an investigation where the Integrity Commissioner, in the discretion of the Integrity Commissioner, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

## **Investigation**

- 11.(1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in the sole discretion of the Integrity Commissioner, that no additional information is required, or where otherwise required by

the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:

- (a) provide the Member with a copy of the Complaint but not disclose:
    - (i) the identity of the complainant, or
    - (ii) the identity of any witnesses set out in the Complaint or persons that are to be questioned/interviewed by the Integrity Commissioner,unless it is essential for the Member to adequately respond to the Complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;
  - (b) request that the Member provide a written response to the allegations in the Complaint to the Integrity Commissioner within seven (7) days;
  - (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within seven (7) days.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any other documents or electronic materials, including any materials on ONE JIB's computers and servers, and may enter any ONE JIB work location relevant to the Complaint for the purpose of investigation and potential resolution.
  - (3) Preliminary or proposed finding(s) may be provided to a Member if the Integrity Commissioner considers that the Member may have contravened the Code of Conduct.
  - (4) The Integrity Commissioner may, but is under no obligation, to provide the Member and the complainant with a draft of the proposed final report on the Complaint.
  - (5) The Integrity Commissioner may make interim reports to ONE JIB where the Integrity Commissioner considers it necessary or required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal Complaint investigation, and may also disclose such information as is necessary in the Integrity Commissioner's opinion for the purposes of the interim report(s).
  - (6) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to ONE JIB where necessary and as required to address any instances of non-compliance with any decision of ONE JIB including the failure to comply with any penalties or corrective measure or actions imposed by ONE JIB.
  - (7) The Integrity Commissioner shall retain all records related to the Complaint and investigation but may provide copies of certain records, in confidence, to ONE JIB's administrative staff who are required to ensure that any such records are securely and confidentially retained.

## **No Complaint Prior to Municipal Election**

- 12.(1) Notwithstanding any other provision of this Complaint Protocol, no Complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to ONE JIB during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.
- (2) If the Integrity Commissioner has received a Complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same Complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

## **Advice Provided to Member by Integrity Commissioner**

- 13.(1) Subject to Section 13(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to the Member to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to the Member to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any specific matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.
- (4) If a Member under investigation by the Integrity Commissioner requests advice, such request shall be delegated in writing to any person other than a Member that the Integrity Commissioner, in consultation with ONE JIB, considers capable of providing informed advice to the Member.
- (5) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner is entitled to

recommend and advocate for penalties to the judge under subsection 9(1) of the *Municipal Conflict of Interest Act*.

### **Authority to Abridge or Extend**

14. Notwithstanding any timeline or time limit set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend any timeline or time limit therein if the Integrity Commissioner considers it, in the sole and absolute discretion of the Integrity Commissioner, to be in the public interest.

### **Investigation Report**

- 15.(1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any Complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide a brief interim report to ONE JIB and advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at the discretion of the Integrity Commissioner, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the Complaint is sustained in whole or in part, the Integrity Commissioner shall report to ONE JIB outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it is considered appropriate by ONE JIB.
- (4) Where the Complaint is not sustained, the Integrity Commissioner is not obligated to report to ONE JIB on the result of the investigation or any findings but may do so at the discretion of the Integrity Commissioner and may also include such information as the Integrity Commissioner deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred and eighty (180) days after the official receipt of any application validly made under Section 5(2).

### **Findings**

- 16.(1) If the Integrity Commissioner determines that:
  - (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
  - (b) a contravention occurred but:
    - (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;

- (ii) it was trivial,
- (iii) it was committed through inadvertence, or
- (iv) it resulted from an error in judgment made in good faith,

the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including, but not limited to, a recommendation of no penalty or remedial measures or corrective actions.

- (2) If the Integrity Commissioner:
  - (a) considers it appropriate, once the Integrity Commissioner has concluded the investigation under Section 5(2), the Integrity Commissioner may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute; or
  - (b) does not proceed with an application to the judge, the Integrity Commissioner shall so advise the complainant and the Member in writing.
- (3) The Integrity Commissioner shall provide a written report to ONE JIB providing the reasons for the decision of the Integrity Commissioner under Section 16(2).

#### **Report to ONE JIB**

- 17.(1) Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Secretary shall place the report on the next regular meeting agenda of ONE JIB for consideration by ONE JIB.
- (2) A report from the Integrity Commissioner may also be considered by ONE JIB in advance of its next regular meeting should ONE JIB agree to hold a special or other meeting before its next regular meeting to consider the report.

#### **Duty of ONE JIB**

- 18. ONE JIB shall consider and make a determination on the Integrity Commissioner's report under Section 17 at the same meeting at which the report is tabled.

#### **Public Disclosure**

- 19.(1) The Integrity Commissioner and every person acting under instructions of the Integrity Commissioner shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the Complaint and investigation although copies may be provided to ONE JIB's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.
- (3) The identity of the Member who is the subject of the Complaint shall not be treated as confidential information in the Integrity Commissioner's report to ONE JIB. The identity of

the complainant and of any other person, including any witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner, if consented to by the complainant or any other person, or such information has already been publicly disclosed.

- (4) All reports from the Integrity Commissioner to ONE JIB shall be made available to the public by the Secretary.

#### **Delegation by Integrity Commissioner**

20. The Integrity Commissioner, in consultation with ONE JIB, may delegate in writing to any person, other than a Member of ONE JIB, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.

#### **Complaint Protocol Applicable to Committees**

21. The provisions of this Complaint Protocol shall apply, with modifications as necessary, to all committees or sub-committees of ONE JIB and their members.

**Code of Conduct — Formal Complaint Form # 1**

**AFFIDAVIT**

I, \_\_\_\_\_ (first and last name),  
of the \_\_\_\_\_ in the Province of Ontario.

**MAKE OATH AND SAY (or AFFIRM):**

1. I reside at: \_\_\_\_\_ (full address)  
and may be contacted at telephone: \_\_\_\_\_ and email: \_\_\_\_\_.

2. I have reasonable and probable grounds to believe that:  
\_\_\_\_\_ (name of Member),  
a member of ONE Joint Investment Board has contravened the following section(s) of the Code  
of Conduct of ONE Joint Investment Board: \_\_\_\_\_.  
The particulars of which are attached hereto.

3. Facts constituting the alleged contravention (use separate page if required)

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This affidavit is made for the purpose of requesting that this matter be reviewed and/or  
investigated by ONE Joint Investment Board's Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at \_\_\_\_\_ )

the \_\_\_\_\_ of \_\_\_\_\_ )  
 on \_\_\_\_\_ (date) )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 A Commissioner for taking affidavits etc. )

\_\_\_\_\_ (Signature)

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

***Municipal Conflict of Interest Act – Complaint Form # 2***

**STATUTORY DECLARATION**

I, \_\_\_\_\_ (*first and last name*),  
of the \_\_\_\_\_ in the Province of Ontario.

I SOLEMNLY DECLARE THAT:

1. I reside at: \_\_\_\_\_ (*full address*) and may be contacted at telephone: \_\_\_\_\_ and email: \_\_\_\_\_.

2. I have reasonable and probable grounds to believe that:

\_\_\_\_\_ (*specify name of Member*),

a member of ONE Joint Investment Board, has contravened the following section(s) of the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50: \_\_\_\_\_.

3. I became aware of the facts constituting the alleged contravention not more than six (6) weeks ago and they comprise the following: (use separate page if required)

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This declaration is made for the purpose of requesting that this matter be investigated by ONE Joint Investment Board's Integrity Commissioner and for no other purpose.

DECLARED before me at	)	
the _____ of _____	)	
on _____ (date)	)	
	)	
_____	)	_____
A Commissioner for taking affidavits etc.	)	(Signature)

Please note that signing a false declaration may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation

## **EXHIBIT B CLOSED MEETINGS PERMITTED OR REQUIRED**

The provisions of the Act, as amended from time to time, currently provide that except as provided in section 239 of the Act, all meetings shall be open to the public.

A meeting or part of a meeting may be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- the security of the property of ONE JIB;
- personal matters about an identifiable individual, including ONE JIB employees;
- a proposed or pending acquisition or disposition of land by ONE JIB;
- labour relations or employee negotiations;
- litigation or potential litigation, including matters before administrative tribunals, affecting ONE JIB;
- advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- a matter in respect of which ONE JIB may hold a closed meeting under another Act;
- information explicitly supplied in confidence to ONE JIB by Canada, a province or territory or a Crown agency of any of them;
- a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to ONE JIB, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- a trade secret or scientific, technical, commercial or financial information that belongs to ONE JIB and has monetary value or potential monetary value;
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of ONE JIB;

A meeting of ONE JIB or of a committee of ONE JIB may be closed to the public if the meeting is held for the purpose of educating or training the members provided no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of ONE JIB or committee.

A meeting may be closed to the public during a vote if the meeting is one that is closed to the public in accordance with this Exhibit B and if the vote is for a procedural matter or for giving instructions to officers, employees or agents of ONE JIB or a committee of ONE JIB or persons retained by or under a contract with ONE JIB.

A meeting or part of a meeting shall be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- a request under the *Municipal Freedom of Information and Protection of Privacy Act* if ONE JIB is the head of an institution for the purposes of that Act; or
- an ongoing investigation respecting ONE JIB by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of the Act, or the investigator referred to in subsection 239.2(1) of the Act.

**EXHIBIT C**  
**ONE JIB MAY REFUSE DISCLOSURE OF A RECORD**

The provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time, currently provide that ONE JIB may refuse to disclose a record:

- that reveals the substance of deliberations of a meeting of ONE JIB or a committee of ONE JIB if a statute authorizes holding that meeting in the absence of the public.
- if the disclosure would reveal advice or recommendations of an officer or employee of an institution or a consultant retained by an institution.
- that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly, if the disclosure could reasonably be expected to,
  - (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
  - (b) result in similar information no longer being supplied to ONE JIB where it is in the public interest that similar information continue to be so supplied;
  - (c) result in undue loss or gain to any person, group, committee or financial institution or agency; or
- that contains,
  - (a) trade secrets or financial, commercial, scientific or technical information that belongs to an institution and has monetary value or potential monetary value;
  - (b) information whose disclosure could reasonably be expected to prejudice the economic interests of an institution or the competitive position of an institution;
  - (c) information whose disclosure could reasonably be expected to be injurious to the financial interests of an institution;
  - (d) positions, plans, procedures, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of an institution;
  - (e) plans relating to the management of personnel or the administration of an institution that have not yet been put into operation or made public;
  - (f) information including the proposed plans, policies or projects of an institution if the disclosure could reasonably be expected to result in premature disclosure of a pending policy decision or undue financial benefit or loss to a person.

**EXHIBIT D**  
**COMPENSATION FOR ONE JIB MEMBERS**

- The Chair of ONE JIB will receive an annual \$15,000 retainer and \$1,100 per board meeting.
- The Vice Chair of ONE JIB will receive an annual \$10,000 retainer and \$1,100 per board meeting.
- Board members of ONE JIB will receive an annual \$5,000 retainer and \$1,100 per board meeting.
- All Board members of ONE JIB will also be remunerated \$500 for attending business meetings of ONE JIB.
- Subject to the member complying with all relevant requirements of the member's municipality, the Municipal Treasurer members, who are municipal employees, will have the annual retainer and Board and Business meeting fees paid directly to the municipality for which they are employed.

**EXHIBIT E**  
**PROCESS TO APPOINT INTEGRITY COMMISSIONER AND CLOSED MEETING**  
**INVESTIGATOR**

**Initial Appointment of Integrity Commissioner and Closed Meeting Investigator**

1. Prior to the effective date of the ONE JIB Agreement (July 2, 2020) the Founding Municipalities directed ONE Investment to conduct a Request for Proposal (“RFP”) process to retain the services of an initial Integrity Commissioner and an initial Closed Meeting Investigator for ONE JIB.
2. The Secretary to ONE JIB worked with a member of ONE Investment staff and two representatives of the Founding Municipalities’ clerks (the “Initial Appointment Subcommittee”) on the RFP. The results of the RFP were shared with the Founding Municipalities.
3. The candidates recommended by the Initial Appointment Subcommittee were submitted to ONE JIB during its initial meeting on May 19, 2020 and thereafter ONE JIB appointed an initial Integrity Commissioner in accordance with section 223.3 of the Act and an initial Closed Meeting Investigator in accordance with section 239.2 of the Act.

**Successor Integrity Commissioner and Successor Closed Meeting Investigator**

4. In the event that ONE JIB determines that the appointment of a successor Integrity Commissioner or Closed Meeting Investigator is required it shall direct ONE Investment to conduct an RFP process in consultation with a committee comprised of the Secretary to ONE JIB, a member of ONE Investment staff and two representatives of the Participating Municipalities’ clerks (the “Successor Appointment Committee”), to retain the services of a successor Integrity Commissioner and a successor Closed Meeting Investigator, the results of which RFP shall be shared with the Participating Municipalities.
5. ONE JIB shall consider the candidate(s) recommended by the Successor Appointment Committee at its first meeting after receipt of such recommendation(s).
6. ONE JIB shall appoint a successor Integrity Commissioner and/or successor Closed Meeting Investigator and enter into appropriate agreements with each such successor and subsequently notify the Participating Municipalities of the identity of the successor Integrity Commissioner and/or the successor Closed Meeting Investigator, as applicable.

## SCHEDULE D FEES AND EXPENSES

### Approach to Fees and Expenses

As a not-for-profit entity, the ONE Investment structures fees so as to recover its operating costs and set aside appropriate reserves for future investment. Such costs include the design, implementation and continuing operations of the ONE Prudent Investment Offering made available to Participating Municipalities. Fees also cover the cost of adherence to legal and regulatory requirements, including most importantly the proper discharge of the responsibilities of ONE JIB. Neither ONE JIB nor ONE Investment will charge fees directly to Participating Municipalities. Rather, these fees are charged as management fees and expenses of the investment products themselves, or are paid out of the Managed Assets, as described below. The fees indirectly charged by ONE Investment under the ONE Prudent Investment Offering to recover the foregoing costs, expenses and reserves are called the “Governance Fees.”

By entering into the ONE JIB Agreement, a Participating Municipality agrees that the Managed Assets (subject to exceptions as set out in the Participating Municipality’s IPS and Investment Plan) will be invested in (i) the **ONE Pools Offering** – meaning investment in ONE Investment Pools as selected by ONE JIB on the advice and recommendation of ONE Investment; or (ii) the **OCIO Offering** – meaning investment in products selected by the ONE Investment OCIO. All Managed Assets, whether in the ONE Pools Offering or the OCIO Offering, are invested in accordance with, and as set out in, the Participating Municipality’s IPS and Investment Plan.

The “ONE Prudent Investment Offering” currently refers to the ONE Pools Offering and the OCIO Offering. To provide for consistency of client experience, as well as simplified and streamlined client onboarding and reporting, ONE Investment intends to transition all Participating Municipalities to the OCIO Offering, where the OCIO Offering will include investment products substantially similar to the ONE Investment Pools found in the ONE Pools Offering. Once such transition is complete, the “ONE Prudent Investment Offering” will mean the OCIO Offering.

### ONE Pools Offering

Participating Municipalities invest in the ONE Pools Offering and pay a single integrated fee (the “**fund fee**”), charged as an expense of the ONE Investment Pools, on the following basis. The ONE Investment Pools are subject to management fees and other expenses, which are described below. Except for taxes, ONE Investment expects to bundle such fees and expenses into a single fee, where the rate of such fee will differ depending on the ONE Investment Pool. In the ONE Pools Offering, fees representing the expenses associated with the operations of ONE JIB and ONE Investment are not charged separately, but are instead integrated into the fund fees. Such fees are approved by the ONE Investment Board and are reviewed, at least annually. The details of the fee structure will be publicly available.

The following is a representative example of the fund fees as at January 1, 2024:

	Cdn Gov’t Bond	Corp. Bond	Global Bond	Global Equity	Canadian Equity
Single Fund Fee	35.0 bps	40.0 bps	45.0 bps	75.0 bps	45.0 bps

## Management Fee Discounts

Charging fees on a cost recovery basis makes it difficult to offer Participating Municipalities significant discounts. Any discounts that may apply will be offered solely at the discretion of the ONE Investment Board of Directors and paid directly by ONE Investment to the Participating Municipality to offset fees charged to the ONE Investment Pools.

<b>Name of Discount</b>	<b>Discount in Basis Points (bps)</b>	<b>Description</b>
Founding Municipality Discount	4 bps	In effect for 10 years from the ONE JIB establishment date (July 2, 2020)
Managed Asset Tier \$50 million	6 bps	For Participating Municipality with Managed Assets in excess of \$50 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.
Managed Asset Tier \$100 million	3 bps	For Participating Municipality with Managed Assets in excess of \$100 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.
Managed Asset Tier \$200 million	3 bps	For Participating Municipality with Managed Assets in excess of \$200 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.
Managed Asset Tier \$300 million	3 bps	For Participating Municipality with Managed Assets in excess of \$300 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.

## Understanding Fees and Expenses

The single fund fees outlined above will cover costs associated with External Management Fees and Operating Expenses as described below. Each ONE Investment Pool incurs certain trading costs and expenses, as well as HST, and may incur interest charges. These costs are also further explained below.

All fees and expenses reduce the potential returns available from the applicable ONE Investment Pool. Effectively, the aggregate fees indirectly incurred by each Participating Municipality will be a proportion of the amount invested. The aggregate fees indirectly incurred by each Participating Municipality are also influenced by the allocation of the investments among the ONE Investment Pools.

### External Management Fees

External management and performance fees (if any) charged by external portfolio managers are included in the single fund fee.

The rate of management fees charged by external managers is generally directly related to the total value of the assets managed by such manager. As assets under management (AUM) increase, the rate of management fees can be expected to fall. As a result, ONE Investment investors can expect to benefit from lower management fees in comparison to investing alone.

### Operating Expenses

Each ONE Investment Pool is responsible for its own operating expenses. In addition to the services supplied by ONE Investment to each of the ONE Investment Pools, there are services supplied by third parties. Third party services include custody, unitholder recordkeeping, fund accounting, trustee services, legal, audit and other professional services. These operating expenses are generally paid by ONE Investment on behalf of the ONE Investment Pools and subsequently recovered by ONE Investment through the ONE administration fee.

ONE Investment charges each ONE Investment Pool a ONE administration fee, which is included in the single fund fee. The ONE administration fee compensates ONE Investment for its overhead and other expenses, including recovery of expenses incurred for or on behalf of the ONE Investment Pools. The ONE administration fee allows ONE Investment to provide compensation to, and pay the expenses of, the members of ONE JIB.

This ONE administration fee is not applied at the same rate for all ONE Investment Pools.

ONE Investment intends to monitor the amount of the ONE administration fee to ensure that net revenues remain appropriate, taking into account ONE Investment's not for profit status. Growth of AUM may result in a reduction in the ONE administration fee rate over time, and the quantum and rate of such fee will be evaluated on at least an annual basis.

### Trading Costs and Expenses

In the normal course of implementing their investment mandates, the ONE Investment Pools will incur transaction costs. Such transactions costs include trading commissions, exchange fees and duties, interest, regulatory fees and similar ancillary expenses that are associated with the implementation, execution and settlement of portfolio transactions. As is normal industry practice, these transaction costs are borne by the applicable ONE Investment Pool.

### Taxes and Interest

Management fees and expenses normally attract HST/GST. All such taxes are excluded in the above fee illustrations. Any interest expense incurred or payable by a ONE Investment Pool is charged as an expense of the applicable ONE Investment Pool.

All fees and expenses will be accrued daily and paid by the ONE Investment Pools.

### OCIO Offering

For the OCIO Offering, Participating Municipalities are charged management fees in the form of the OCIO Fee and separately, the Governance Fee, as described below. The Managed Assets are held in investments selected by the OCIO and are subject to management fees and other expenses, which are described below. The OCIO calculates a single OCIO Fee, where the rate of such fee will differ depending on the asset mix of the Managed Assets. Both the OCIO Fee and the Governance Fee are paid from the Managed Assets. The Participating Municipality provides

a direction to ONE Investment to apply cash or redeem investments in order to pay the OCIO Fee and the Governance Fee.

## OCIO Fee

Under the OCIO Offering, the ONE Investment OCIO selects the investments which make up the Participating Municipality's investment portfolio, as set out in the Participating Municipality's IPS and Investment Plan. It is expected that the Participating Municipality's Managed Assets will be held in pooled funds and other collective investment vehicles (**OCIO Products**) managed by the OCIO or one of its affiliates. OCIO Fees are payable quarterly in arrears based on the market value of the Managed Assets on the last business day of the quarter. The OCIO calculates the applicable OCIO Fee for each quarter.

The level of fees generally depends on the asset class and investment strategy. Typically, money market and equivalent products attract the lowest fees, and move higher with short term bond funds and mortgage funds, then global fixed income products, then North American equities, global equities, and assets such as real property and infrastructure at the highest end of the fee scale. In addition, the OCIO Fees are generally tiered, so that the rate of fees declines as assets under management increase.

## Operating Expenses

Each OCIO Product is responsible for its own operating expenses, which include regulatory filing fees and other day-to-day operating expenses, annual fees, meeting fees and reimbursement for expenses to members of the Independent Review Committee ("**IRC**"), recordkeeping, accounting and fund valuation costs, custody fees, audit and legal fees, and the costs of preparing and distributing annual and semi-annual reports, prospectuses, fund facts and statements and investor communications. These expenses are charged to the OCIO Product in the form of a fixed administrative services fee which is included in, and forms part of, the OCIO Fee.

An illustrative example for the calculation of the OCIO Fees is available from ONE Investment on request.

## Base Governance Fee

As stated, the Governance Fee for the OCIO Offering is charged separately from the OCIO Fee. The base Governance Fee is 0.25% of the net asset value of the investment portfolio, and will be reduced as described in "Governance Fee Discounts" below.

## Governance Fee Discounts

The base Governance Fee declines with increases in the net asset value of the Participating Municipality's Managed Assets, as follows:

Discount	Discount in Basis Points (bps)	Description
On first \$10 million	0 bps	Net assets up to \$10,000,000
On next \$40 million	2 bps	\$10,000,001 to \$50,000,000
On next \$50 million	6 bps	\$50,000,001 to \$100,000,000

On next \$100 million	15 bps	\$100,000,001 to \$200,000,000
On next \$300 million	19 bps	\$200,000,001 to \$500,000,000
On next \$500 million	20 bps	\$500,000,001 to \$1,000,000,000
On assets above \$1 billion	25 bps	In excess of \$1,000,000,000

### Trading Costs and Expenses

In the normal course of implementing their investment mandates, the OCIO Products will incur transaction costs. Such transactions costs include trading commissions, exchange fees and duties, interest, regulatory fees and similar ancillary expenses that are associated with the implementation, execution and settlement of portfolio transactions. As is normal industry practice, these transaction costs are borne by the applicable OCIO Product.

### Taxes and Interest

Management fees and expenses normally attract HST/GST. All such taxes are excluded in the above fee illustrations. Any interest expense incurred or payable by an OCIO Product is charged as an expense of the applicable OCIO Product.

All fees and expenses will be accrued daily and paid to the OCIO.

All fees and expenses reduce the potential returns available from the applicable OCIO Product. Effectively, the aggregate fees indirectly incurred by each Participating Municipality will be a proportion of the amount invested. The aggregate fees indirectly incurred by each Participating Municipality are also influenced by the investments selected by the OCIO.

### Reporting to Participating Municipalities on Fees

As part of the reporting package, Participating Municipalities will be provided with a fee summary.

For investments in any ONE Investment Pool, in the Pools Offering, fees and expenses charged to the Pool in question are presented as a single fixed charge.

For Participating Municipalities in the OCIO Offering, the OCIO Fees and the Governance Fees will be calculated separately as indicated above.

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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### Report Title: 2024 Property Tax Rates and Final Billing Due Dates

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**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** FS 12-24

**Department(s) Responsible:**

Financial Services Department

**Submitted by:**

Fuwing Wong, Commissioner, Financial Services, Treasurer

**Acknowledged by M. Gaskell, Chief Administrative Officer**

**For additional information, contact:**

Crystal Doucette, Manager of Revenue  
ext. 2815

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#### 1. Recommendation:

1. That the 2024 property tax rates for the General Municipal Town Levies, shown in Attachment A of Report FS 12-24, be approved;
2. That the special tax levy and tax rates for the year 2024 for the properties located within the Downtown Whitby Business Improvement Area (BIA), shown in Attachment B of Report FS 12-24, be approved;
3. That the final property tax bill due dates all property tax classes be June 24, 2024 and September 24, 2024;
4. That prior to the issuance of the final tax bills, the Treasurer be authorized to adjust the due dates and notify Council at the earliest opportunity; and,
5. That a by-law for the General Municipal Town Levies and a separate by-law for the Special Tax Levy in support of the Downtown Whitby BIA, to set the due dates and levy rates for 2024 in accordance with the approved budgets and regulations, be brought forward at a future Council meeting.

**2. Highlights:**

- The Town of Whitby levies property taxes to fund programs and services included in the annual budgets approved by Council. After the budget is approved, tax rates are established to calculate property taxes required to fund the budget.
- These tax rates are calculated based on the Current Value Assessments (“**CVA**”) as determined by the Municipal Property Assessment Corporation (“**MPAC**”) and the tax ratios set by the Region of Durham.
- The Town also levies a Special Tax Levy from properties within the Downtown Whitby Business Improvement Area (“**BIA**”) to fund programs and services provided by the Downtown Whitby BIA Board of Management (“**BIA Board**”).

**3. Background:****Municipal Levy**

The Town of Whitby adopted its 2024 Current and Capital Budgets at a meeting held on February 15, 2024.

As of the drafting of this report (March 19, 2024), the Region of Durham’s 2024 budget has not been approved yet. However, the Region of Durham is planning to adopt its 2024 Current and Capital Budgets for General Tax Purposes on March 27, 2024. As the Town also collects property taxes on behalf of the Region of Durham, final 2024 property tax bills (issued by the Town) will be subject to approved Regional by-laws related to their 2024 general tax rates, tax rates for Transit Commission, and Solid Waste Management purposes and property tax ratios.

The final Education tax rates for all classes are established by regulation by the Province of Ontario.

Section 312(2) of the Municipal Act, S.O. 2001 c 25, as amended provides that for purposes of raising the general local municipal levy, a local municipality shall, each year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality ratable for local municipal purposes.

**Special Tax Levy for the Downtown Whitby Business Improvement Area (BIA)**

By-law 7268-17 established a Downtown Whitby BIA in accordance with Subsection 204 of the Municipal Act.

Section 208 (1) of the Municipal Act, provides that the municipality shall annually raise the amount required for the purposes of a board of management, including any interest payable by the municipality on money borrowed by it for the purposes of the board of management.

The amount to be raised for the Downtown Whitby BIA will be a special tax levy, which is payable by property owners within the defined Downtown Whitby Business Improvement Area that are in one of the prescribed business property classes, in addition to the Town's general tax levy.

The Whitby Downtown BIA's 2024 budget is also on the Town of Whitby's April 8, 2024 Committee agenda (see Staff Report FS 12-24) and is subject to Council approval. The proposed Special Tax Levy rates outlined in Attachment B attached to this report are in addition to the Town, Region, and Education property taxes. Funds collected from the Special Tax levy will be transferred to the BIA Board for the provision of enhanced services and events in the Downtown Whitby Business Improvement Area.

#### **4. Discussion:**

The property tax rates for the Town of Whitby general municipal levy have been calculated to support the town's approved 2024 budget (see Attachment A). Further, tax rates for a Special Tax Levy, in support of the Downtown Whitby BIA 2024 budget are included in Attachment B.

The tax rates for the Region of Durham general purposes, Region of Durham, Transit Commission and Region of Durham waste purposes are anticipated to be passed by Regional Council on March 27, 2024.

The tax rate for Education purposes has been regulated by the Province.

The final tax rates for 2024 are based on the reassessment values completed by MPAC in 2016. A province-wide reassessment was scheduled to be completed, by MPAC, in 2020 to update the 2016 values. However, the Province of Ontario delayed the province-wide reassessment due to the COVID-19 pandemic. Province-wide reassessments are currently still on hold while the Province reviews the accuracy and fairness of the property reassessment system/methodology. Accordingly, 2024 property taxes will be calculated with the same assessment base as the years 2020 - 2023.

#### **Due Dates:**

The Final Tax Billing for all tax classes will be issued with tax installment due dates of June 24, 2024 and September 24, 2024.

The Municipal Act requires tax bills to be sent a minimum of 21 days prior to the due date. Accordingly, any delays in the billing process may require a change in the payment due dates for all properties. It is recommended that the Treasurer be authorized to adjust the due dates, should this be required. This adjustment would be known prior to the issuance of the final 2024 tax bills. Adjustments will be communicated to Council at the earliest opportunity.

As in prior years, the Special Tax Levy for the Downtown Whitby BIA will also be issued (only to properties within the Downtown Whitby Business Improvement

Area and in one of the prescribed business property tax classes) as part of the final billing with the same due dates as all other business property tax classes.

## **5. Financial Considerations:**

The property tax levy for Town purposes, as outlined in the approved 2024 budget, totals \$126,467,696.00. Tax rates based on this levy, current value assessments for the various tax classes, and tax ratios (expected to be approved by the Region on March 27, 2024) have been calculated (see Attachment A) and will be included in a future by-law for Council adoption. Should Regional tax ratios change from what is currently proposed for the March 27, 2024 Region of Durham meeting, Town of Whitby staff will re-calculate the Town's general tax levy and special tax levy rates based on the approved tax ratios for the Council by-law and provide a memo on the changes.

The Special Tax Levy for Downtown Whitby Business Improvement Area purposes is included in Attachment B to this report and will also be included in a future by-law for Council adoption.

Similar to the 2020 - 2023 taxation years, the average residential property CVA in Whitby is \$503,000. The Town's portion of property taxes on the average residential tax bill in 2024 is \$2,189.00, or \$435.23 per \$100,000 of residential CVA.

The Special Tax Levy for the Downtown Whitby Business Improvement Area is \$183.52 per \$100,000 of commercial CVA for the impacted properties.

## **6. Communication and Public Engagement:**

In addition to mailing tax bills, the Town will advertise the tax installment due dates on the Town's page in the Brooklin Town Crier prior to each due date. Town staff will also utilize the website and social media to assist with this communication.

## **7. Input from Departments/Sources:**

N/A

## **8. Strategic Priorities:**

N/A

## **9. Attachments:**

Attachment A - 2024 General Municipal Town Tax Rates

Attachment B – 2024 Downtown Whitby BIA Special Tax Levy Rates

**Attachment "A" to Report FS 12-24  
2024 Final Tax Levy**

<b>Tax Class</b>		<b>Taxable Assessment</b>	<b>Municipal Tax Levy</b>	<b>Municipal Tax Rate</b>
Residential Full Rate	RT	23,679,308,200	103,060,317.23	0.00435234
Residential Full Rate (PIL)	RF		-	0.00435234
Residential Farmland Awaiting Development (75%)	R1		-	0.00000000
Residential Full Prov Tenant (PIL)	RP	1,664,500	7,244.46	0.00435234
Residential Full Rate (PIL)	RG	21,197,800	92,259.96	0.00435234
Multi-Residential Full Rate	MT	573,274,200	4,657,071.04	0.00812364
New Multi-Residential	NT	37,720,000	180,587.15	0.00478757
Commercial Full Rate	CT	1,435,901,449	9,061,813.24	0.00631089
Commercial Excess Land	CU	18,487,542	116,672.81	0.00631089
Commercial Vacant Land	CX	83,733,200	528,430.85	0.00631089
Commercial General Rate (PIL)	CG	143,633,300	906,453.67	0.00631089
Commercial General Vacant Land (PIL)	CZ	6,859,000	43,286.38	0.00631089
Commercial Full Rate (PIL)	CF	45,539,900	287,397.21	0.00631089
Commercial Vacant Land	CY		-	0.00631089
Commercial Tax Shared (PIL)	CH	6,244,000	39,405.18	0.00631089
Commercial Vacant Land Shared (PIL)	CJ		-	0.00631089
Commercial Prov Tenant (PIL)	CP	144,700	913.19	0.00631089
Commercial Full Excess Land Prov Tenant (PIL)	CQ	355,100	2,241.00	0.00631089
Commercial General Excess Land (PIL)	CW	2,161,900	13,643.51	0.00631089
Parking Lot	GT	8,753,100	55,239.83	0.00631089
Commercial New Construction	XT		-	0.00631089
New Construction Excess land	XU		-	0.00631089
Shopping Centre Full Rate	ST	603,579,491	3,809,122.58	0.00631089
Shopping Centre Excess Land	SU	300,100	1,893.90	0.00631089
Office Full Rate	DT	19,088,298	120,464.11	0.00631089
Office General	DG	376,400	2,375.42	0.00631089
Office General Excess Land (PIL)	DW	187,900	1,185.82	0.00631089
Industrial Full Rate	IT	142,299,563	1,253,226.99	0.00880696
Industrial Excess Land	IU	3,450,095	30,384.86	0.00880696
Industrial Vacant Land	IX	87,343,900	769,234.50	0.00880696
Industrial Taxable Vacant Land Shared (PIL)	IJ	90,000	792.63	0.00880696
Industrial Taxable Shared (PIL)	IH	5,432,000	47,839.42	0.00880696
Industrial General Vacant land (PIL)	IZ	3,540,500	31,181.05	0.00880696
Industrial General (PIL)	IW		-	0.00880696
Pipelines	PT	42,632,000	228,113.71	0.00535076
Large Industrial Excess Land	LU	1,847,000	16,266.46	0.00880696
Large Industrial Full Rate	LT	115,585,180	1,017,954.41	0.00880696
New Construction Industrial vacant land	JU	0	-	0.00880696
Farmlands	FT	91,437,900	79,593.70	0.00087047
Farmlands Full Prov Tenant (PIL)	FP	1,216,500	1,058.92	0.00087047
Managed Forest	TT	3,704,500	4,030.81	0.00108808
Exempt	EN	1,139,184,554		
<b>Total Returned Assessment</b>		<b>\$28,326,273,772</b>	<b>\$126,467,696.00</b>	

**Attachment "B" to Report FS 12-24****2024 Special Tax Levy for Downtown Whitby Business Improvement Area**

<b>Tax Class</b>	<b>Assessment</b>	<b>Special (BIA) Tax Levy</b>	<b>Taxes by Class</b>
CT - Commercial Full Rate	\$108,504,000	0.00183518	\$199,124.83
CU - Commercial Excess Land	\$0	0.00183518	\$0.00
CX - Commercial Vacant Land	\$1,511,000	0.00183518	\$2,772.96
DT - Office Full Rate	\$4,201,100	0.00183518	\$7,709.77
E - Exempt	\$21,314,200	0	\$0.00
CF - Commercial Full Rate (PIL)	\$5,093,500	0	\$0.00
GT - Parking Lots	\$2,835,000	0.00183518	\$5,202.74
IT - Industrial Full Rate	\$1,301,200	0.00256103	\$3,332.41
JT - New Industrial Full Rate	\$0	0.00256103	\$0.00
MT - Multi-Res - Full Rate	\$21,513,200	0	\$0.00
RT - Residential Full Rate	\$58,034,300	0	\$0.00
ST - Shopping Full Rate	\$1,284,500	0.00183518	\$2,357.29
XT - New Commercial Full Rate	\$0	0.00183518	\$0.00
	<b><u>\$225,592,000</u></b>		<b><u>\$220,500.00</u></b>

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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### Report Title: Durham Region Farmers' Market Association 2024 – 2027 Lease Agreement

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**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** CAO 08-24

**Department(s) Responsible:**

Office of the Chief Administrative Officer

**Submitted by:**

Sarah Klein, Director Strategic Initiatives

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

Kim Tafertshofer, Special Events  
Coordinator II, 905 444 2916  
Lara Toman, Program Manager, Events,  
Tourism and Culture, 905 444 1942

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#### 1. Recommendation:

1. That Report CAO 08-24 be received for information;
2. That staff be authorized to prepare a Lease Agreement between the Durham Region Farmers' Market Association and the Town of Whitby, in accordance with the recommendations contained in Report CAO 08-24 for the use of Parking Lot 9 in Brooklin and Celebration Square at the Whitby Public Library effective May 1, 2024, to April 30, 2027; and,
3. That the Mayor and Clerk be authorized to execute the Lease Agreement upon terms substantially in accordance with Attachment 1 of the Report and in a form satisfactory to the Commissioner of Legal and Enforcement Services/Town Solicitor or designate.

#### 2. Highlights:

- The purpose of this Report is to seek Council's authorization to execute a three-year lease agreement between the Town of Whitby and the Durham

Region Farmers' Market Association known locally as the Whitby Farmers' Market and herein after referred to as the Market.

- The Durham Region Farmers' Market Association provides a retail opportunity for local farmers, growers, producers, artists and crafters and an enhancement to both Downtown Whitby and Downtown Brooklin.
- The only significant change to the current lease agreement compared to the previous one is the addition of free parking for market vendors on Wednesdays during their season.

### **3. Background:**

The Durham Region Farmers' Market Association (Market) is a not-for-profit organization that has been in operation since 1997. The Town has partnered with the Market since its launch, working together to improve their location and establish their presence in the downtown. The Market started in Municipal Parking Lot 5 on Green Street, then re-located to the old Fire Hall site in 2007. In 2017 it moved to Celebration Square at the Whitby Public Library. In June 2021, the Market opened its second location in Downtown Brooklin in Municipal Parking Lot 9.

The work of the Market aligns with Whitby's Culture Plan Direction 1, Goal 1, Action D to recognize, collaborate and enhance Whitby's food scene and Direction 1, Goal 4, Action A to support the development of new agri-culinary experiences within Whitby.

The Town of Whitby is committed to collaborating with community partners to host safe and enjoyable events while supporting downtown businesses. Patrons and vendors appreciate the collaboration to bring local food growers and producers together in the community. Each Market location currently has over 30 vendors and includes many local agriculture businesses, growers, producers, bakers, crafters, and artisans. The Market also partners with the Town and attends events such as Brooklin Harvest Festival and Whitby Lights the Night.

### **4. Discussion:**

The Town of Whitby's current lease agreement with the Market was effective from May 1, 2021 and ended on October 31, 2023. Since this lease agreement is expired, staff are seeking Council's approval to enter into a new lease agreement effective from May 1, 2024, to April 30, 2027 which reflects the current terms plus the addition of free parking for market vendors on Wednesdays.

#### **Wednesday Market - Celebration Square**

The Market operates at Celebration Square in front of the Whitby Public Library Central Branch on Wednesdays from May to October between the hours of 9:00 a.m. to 3:00 p.m. Celebration Square continues to provide a connection between

the outdoor square and the library in addition to offering Downtown Whitby patrons, business owners and residents an active community space.

The Market can support up to 35 vendor booths at this location and on a weekly basis provides local performers and musicians an opportunity to showcase their talent, creating a lively atmosphere.

### **Parking in Downtown Whitby on Market Days**

In 2023, the Town worked with private property owners to provide support on Market days to assist with directing patrons of the Market to nearby public parking lots.

The Town secured parking enforcement to monitor the area surrounding the Whitby Public Library during peak hours and provided signage to local businesses to assist with parking concerns. The Town also supported the Market with directional 'Green P' parking signs that were placed strategically around the Whitby Public Library block to help further direct patrons to appropriate public parking.

To support the businesses affected during the 2023 Market season, the Town shared communications with patrons regarding the private parking lots and available parking options within the vicinity of the library.

In addition, in 2023, the Town sought a partnership with 360 Insights to utilize the north portion of their parking lot for Farmers' Market vendors seeking free parking.

The four (4) parking spaces along King Street are available for Market vendors to load-in/out on market days only.

In 2024, the Town will further support the Market by providing their vendors with free parking in municipal parking lots on Wednesdays during their season.

### **Saturday Market - Brooklin Parking Lot #9**

The Saturday Market operates June to October from 9:00 a.m. to 2:00 p.m. This will be the fourth year for the Market at this location. The Market helps to enhance Downtown Brooklin and provides a walkable convenient location and a second day on a weekend for residents to shop and support local market vendors.

To support the Market in Brooklin, the Town coordinates a portable washroom with hand washing facilities available on market days and provides customized Market banners on the light poles within Municipal Lot 9 as well as Curbex signage directing patrons to their location.

## **5. Financial Considerations:**

The Town's annual operating budget includes \$6,500 to support the Market. This budget includes costs for signage, marketing and promotions and portable washroom rental for the Brooklin location. As part of the 2024 budget process, it was identified that the cost of providing free parking in municipal parking lots for Market vendors is an additional \$5,000 per year. Council provided direction to

proceed with the free parking but not to include it in the budget. Accordingly, the \$5,000 will be offset by other operating budget savings in 2024 and future years.

The Market collects membership fees from their vendors to help pay for their own operating costs.

**6. Communication and Public Engagement:**

Both Communications and Creative Services and the Creative Communities teams continue to support the Market by providing design and coordination of Curbex signage, parking and directional signs, event marketing, advertisements and promotional support through the Town's website, social media channels and access to hang their large banner on the library's external wall.

**7. Input from Departments/Sources:**

Delivery of the Market relies on continued collaboration among municipal departments and the Whitby Public Library. This report has been prepared in collaboration with Legal Services.

**8. Strategic Priorities:**

The Market aligns with Whitby's Community Strategic Plan (CSP) 2023 – 2026, as identified in:

- Strategic Pillar 1: Whitby's Neighbourhoods, Action 1.2.2 Enhance Whitby's culinary and live music sectors through collaborative partnerships.
- Strategic Pillar 3: Whitby's Economy, Action 3.1.4 Supports the green economy, agriculture, and agri-business.
- Strategic Pillar 3: Whitby's Economy, Action 3.2.5 Implement initiatives that support our downtowns as thriving destinations.

The Market ensures both accessibility and sustainable practices and principles are incorporated throughout the set-up and market day by ensuring they are resilient, pedestrian friendly, for all abilities and continue to take into consideration various types of abilities and barriers. As an example, the Brooklin location has the accessible parking available steps from access to the Market. The Market provides opportunity to bring local farmers into the community to deliver fresh, local food to a growing number of shoppers that enjoy food that is not only healthy, but environmentally friendly and sustainable.

**9. Attachments:**

Attachment 1 – 2024-2027 Durham Region Farmers' Market Association Lease Agreement

**THIS AGREEMENT** made this as of this \_\_\_\_ day of \_\_\_\_ 2024

BETWEEN:

**THE CORPORATION OF THE TOWN OF WHITBY**

(hereinafter called "the Town")

OF THE FIRST PART,

- and -

**DURHAM REGION FARMERS' MARKET ASSOCIATION**

(hereinafter called "the Association")

OF THE SECOND PART.

**WHEREAS** the Town is the registered owner of the Whitby Public Library – Central Branch, municipally known as 405 Dundas Street West, Whitby, Ontario and Municipal Parking Lot 9, municipally known as 3 Vipond Road, Whitby, Ontario, and as more particularly described in Schedule "A" attached hereto ("the Premises");

**AND WHEREAS** the Association wishes to use a portion of the Premises as set out on Schedule "B" and Schedule "C" attached hereto, and more particularly described below, to operate a Farmers' Market (the "Market");

**NOW, THEREFORE** in consideration of the covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

**SECTION 1 - USE OF PREMISES**

**1.1** The Town hereby grants to the Association, permission to use a portion of the Premises, further defined herein, for the purpose of the Market and for no other purpose whatsoever.

**1.2** Celebration Square Location: The Association shall be permitted to use the space at the front of the Whitby Public Library – Central Branch ("Celebration Square"), situated in front of the library between Henry Street and King Street, and fronting onto Dundas Street West, as outlined in red on the sketch attached hereto as Schedule "B". Celebration Square has been booked by staff through the Town's permitting system to the Association.

**1.3 Municipal Parking Lot 9 Location:** The Association shall be permitted to use Municipal Parking Lot 9 ("Lot 9") fronting onto the south side of Vipond Road, and the intersection of Vipond Road, Campbell Street and Price Street, with the exception of 14 parking spaces, and 4 accessible parking spaces, at the south end of Lot 9 and as outlined in red on the sketch attached hereto as Schedule "C".

**1.4** The Market operating hours shall be between 9:00 am and 3:00 pm on Wednesdays in Celebration Square, commencing on the first Wednesday in May and ending on the last Wednesday in October. The Market operating hours shall be between 9:00 am and 2:00 pm on Saturdays in Lot 9, beginning on the first Saturday in June and ending on the last Saturday of October ("Market Days").

**1.5** The loading and unloading for the Market shall take place on Market Days. Loading shall commence no earlier than 6:00 am on Market Days. Unloading shall be completed no later than 4:30 pm on Market Days. Access to the Premises shall only be allowed on Wednesdays at Celebration Square and Saturdays at Lot 9.

**1.6** Access may be provided for any other special occasion event operated by the Association, provided that the Town provides consent in writing, in advance of any special occasion event. The Town may withhold or delay its consent for any special occasion event in its sole and unfettered discretion, shall not be required to give reasons for withholding or delaying its consent, and any decision by the Town to withhold consent for a special occasion event shall be final.

**1.7** The Association shall not exceed a maximum of 35 vendor spaces at each location. Each vendor space shall be a square space measuring 10-feet by 10-feet. The maximum vendor spaces and layout are outlined on Schedules "B" and "C" attached.

**1.8** The Association shall be allowed use of the public washrooms on the main floor of the Whitby Public Library – Central Branch from no earlier than 8:00 am to 4:00 pm on Celebration Square Market Days and the public washrooms at the Brooklin Community Centre and Library from 8:00 am to 4:00 pm on Lot 9 Market Days.

**1.9** The Association's vendors, if required, may use the Vendors Unloading area on King Street as set out on the sketch attached hereto as Schedule "B" for loading and unloading vending materials only prior to and after operating hours. The Association shall implement an operational schedule which details each individual vendor's loading and unloading times during each season. The Association shall provide each vendor with the operational schedule and ensure that each vendor is loading and unloading in accordance with the operational schedule. The operational schedule shall adhere to the Whitby Farmers' Market Code of Conduct attached as Schedule "E".

**1.10** The Association's vendors will be provided free parking in municipal parking lots on Wednesdays during their season set out in Section 1.1. Vendors will be provided with a permit which is to be presented and displayed while parking during Market Days. In order to obtain a permit to park during Market Days, vendors shall provide the Town

with the make, model, year and license plate number of the vehicle which will be parked. Only the vehicle to which the permit is issued will be permitted to use free parking on Market Days. In the event that a different vehicle will be parked, the vendor shall provide the Town with the make, model, year and license plate number of the new vehicle to be parked as well as the previously issued permit. Vendors will not be permitted to have more than one permit at any one time.

1.11 The vendors will endeavour to use alternative municipal parking lots located in Downtown Whitby to alleviate congestion and free up parking to accommodate patrons using Parking Lot 7 adjacent to the Whitby Public Library. Vendors are required to provide a licence plate for entry into the parking system, and clearly display a permit. Parking is not guaranteed and is subject to availability.

1.12 The Association shall be allowed use of a portion of Parking Lot 9 on the Premises ("designated area") between Vipond Road and Cassels Road as set out on the Schedule "C". Parking Lot 9 has been booked by staff through the Town's permitting system to the Association.

1.13 The Town, at its discretion, shall also provide a portable washroom and hand washing station to be located at Municipal Parking lot 9 for use on Market Days only. The Town will arrange the weekly maintenance of these facilities. The Association will be responsible to open, lock and secure the facilities at the end of each market day

## **SECTION 2 - TERM**

2.1 The term of this Agreement shall be for three (3) years, commencing on the 1<sup>st</sup> day of May 2024 and ending on the 30<sup>th</sup> day of April 30, 2027 (the "Term").

## **SECTION 3 - FEE**

3.1 The Association shall pay to the Town the sum of One Dollar (\$1.00) of lawful money of Canada payable in advance.

3.2 The Association shall pay any taxes, rates, fees or assessments of every description, and licenses, which may be charged or imposed, during the Term hereof, as a result of the Association's use of the property.

## **SECTION 4 - ASSOCIATION COVENANTS**

4.1 The Association shall be responsible for the removal of any and all garbage accumulated on Market Day. All items inside or outside of the Premises shall be removed at the end of any Market Day. The Town shall not be held responsible for items left after Market Day and may dispose of same in any manner whatsoever. The Association shall keep the area of the Premises used by it in a clean and tidy condition.

4.2 The Association shall be responsible to identify, assess and mitigate any hazards, to minimize potential injury or harm to vendors and/or attendees (i.e. tripping hazards, secure and stable shelters, loading area vehicular traffic movement).

## **SECTION 5 - ASSIGNMENT**

**5.1** The Association shall not assign, sublet, or licence the Premises without the consent of the Town, which consent may be unreasonably withheld or delayed and the Town shall not be required to give any reason therefore.

## **SECTION 6 - TERMINATION**

**6.1** It is hereby agreed and understood that the Association or the Town may terminate this Agreement at any time, for any reason whatsoever and without the need to give any reason therefore, by giving sixty (60) days prior written notice to the address as set out in Section 14 herein. The Town reserves the right to terminate this Agreement at any time, without notice, should the Association not adhere to the terms and conditions as set out in this Agreement.

## **SECTION 7 - DAMAGE TO PREMISES**

**7.1** The Association shall ensure no damage is done to the Premises on Market Day and the Association shall immediately give notice to the Town of any damage that occurs to the Premises from any cause.

## **SECTION 8 - APPLICABLE LAWS**

**8.1** The Association hereby covenants and agrees to use the Premises and operate the Market in accordance with all federal, provincial, and municipal laws, orders-in-council, by-laws and any regulation of any governing agency having jurisdiction.

**8.2** Any goods offered for sale at the Market shall conform to, be displayed, and stored, in accordance with all federal, provincial, and municipal laws, regulations, orders-in-council, by-laws or any regulation of any government agency having jurisdiction.

**8.3** The Association hereby agrees to ensure that vendors follow the terms and conditions as set out in the vendor application, as updated yearly to reflect the appropriate Market Days, the Rules and Regulations of the Market, attached as Schedule "D" to this Agreement, and the Code of Conduct attached as Schedule "E" to this Agreement. Any concerns regarding the Code of Conduct raised by vendors and any corrective measures required as a result of non-compliance with the Code of Conduct shall be managed and administered by the Association.

**8.4** The Town reserves the right to restrict the sale of any item.

## **SECTION 9 - INSURANCE**

**9.1** The Association shall provide and maintain during the term of this Agreement Commercial General Liability insurance acceptable to the Town and subject to limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, property damage, personal injury, contractual liability, owner's and contractor's protective coverage, contingent employer's liability, cross liability and severability of interest clause, products and completed operations and non-owned automobile liability.

**9.2** The Commercial General Liability insurance policy shall be in the name of the Association and shall name the Town as an additional insured and be written with an insurance company licensed to write in Canada.

**9.3** Such policies of insurance shall contain an endorsement to provide the Town with thirty (30) days written notice of cancellation.

**9.4** Evidence of insurance to be completed on the Town's certificate of insurance form, attached as Schedule "F" hereto, prior to the execution of the Agreement and during the term of the Agreement as requested. If requested by the Town, certified copies of the above referenced policy must be provided.

**9.5** This Section does not relieve the Association from liability arising from or contributing to by its negligence or its misconduct nor is any insurable interest conferred upon the Association under any insurance policy carried by the Town, and the Association has no right to receive proceeds from any of those policies.

**9.6** The Association shall promptly comply with all requirements (provided that they are reasonable and not inconsistent with the Association's rights under this Agreement) of the Town's insurance underwriters regarding use and occupancy of the Premises, and the Association shall not do or omit to do, or permit to be done or omitted anything that shall cause any insurance premium with respect to the Premises or any part thereof to be so increased or cause any policy of insurance to be cancelled. If any insurance premium shall be so increased for such a cause the Association shall pay to the Town forthwith upon demand the amount of such increase. If any Insurer threatens to cancel, cancels or refuses to renew any insurance policy carried by the Town by reason of the use or occupancy of the Premises by the Association for reasons not permitted by this Agreement, the Association shall forthwith rectify or remedy such situation within the time limit required by the Insurer upon being requested to do so in writing by the Town, and if the Association shall fail to do so the Town may at its option, without prejudice to any other rights it may have, terminate this Agreement by notice to the Association.

**9.7** The Town shall not be liable for death or injury of any nature whatsoever that may be sustained by the Association or any vendor, employee, agent or customer of the Association or any other person for whom the Association is at law responsible arising from any occurrence in, upon, at or relating to the Premises and the Association shall indemnify, defend and save harmless the Town from any costs, claims and damages

arising. Without limiting the generality of the foregoing, the Town shall not be liable for any damage or damages of any nature whatsoever to persons or property on the Premises the Association, the vendors, any occupant, or person in the Premises and for whom the Association is at law responsible.

## **SECTION 10 - INDEMNIFICATION**

**10.1** The Association shall indemnify, defend and save harmless the Town, its elected and appointed officials, employees and agents, from and against all losses, claims, damages, actions, causes of action, costs or expenses (including but not limited to legal fees, disbursements and taxes on a solicitor client basis) that the Town may sustain, incur, suffer by reason of or arising from or out of this Agreement, or any occurrence in, upon or at the Premises, or the occupancy or use by the Association or any of its invitees of the Premises, or any part thereof, including any breach, violation or non-performance by the Association, of any covenant, term or provisions of this Agreement, or by reason of any injury or death resulting from, occasioned to or suffered by any person or persons or any Premises by reason of any act, neglect or default on the part of the Association or any of its agents, employees, invitees, vendors, or volunteers.

## **SECTION 11 - SIGNAGE**

**11.1** All signage shall be confined to and located on the Premises and shall not be erected without the prior consent of the Town.

**11.2** The Town, at its discretion, will provide 2 Curbex signs and social media promotion of the Market throughout the season.

**11.3** The Town, at its discretion, will provide directional and parking signs as applicable. The Association is responsible for placing the signage in locations before and collecting following each market day.

**11.4** The Town, will provide access to the wall of the Whitby Public Library for installation of a large banner, at the Association's cost to install, subject to the Banner Procedure

## **SECTION 12 - ALTERATIONS**

**12.1** The Association agrees not to make alterations in, or additions or improvements to the Premises including grading or drainage of the property, without the Town's prior written consent, such consent may be denied in the sole and unfettered discretion of the Town.

## SECTION 14 - NOTICE

**14.1** Any notice required by this Agreement shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 pm by email, facsimile or by personal delivery, or three (3) business days after the day of delivery if sent by prepaid registered mail addressed as follows:

The Corporation of the Town of Whitby  
575 Rossland Road East  
Whitby, Ontario L1N 2M8  
Facsimile: 905-668-7812

Durham Region  
Farmers' Market Association  
100 Walnut Street West  
Whitby, Ontario, L1N 2V9

Attention: Chris Harris  
Director, Legislative Services/Town Clerk  
Email: [Clerk@whitby.ca](mailto:Clerk@whitby.ca)

Attention: Sara Demoe  
Market "Association" Manager  
Email: [whitbyfarmersmarket@gmail.com](mailto:whitbyfarmersmarket@gmail.com)

## SECTION 15 - MISCELLANEOUS

**16.1** Entire Agreement: This Agreement contains the entire Agreement between the parties hereto with respect to the Premises and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, options, representations and information conveyed whether written oral or written.

**16.2** Amendments: No alteration, amendment, change or addition to this Agreement shall bind the Town or the Association unless such alteration, amendment, change or addition is in writing and signed by the Town and the Association, or unless otherwise provided for in this Agreement.

**16.3** No Partnership: Nothing in this Agreement shall create or be construed to create an agency, partnership or joint venture between the Association and the Town.

**16.4** Registration: The Association shall not, at any time, register notice of, or a copy of this Agreement on title to the Locations.

**16.5** Successors and Assigns: The rights and liabilities of the parties shall ensure to the benefit of their respective heirs, executors, administrators, successors, and assigns, subject to any requirement for consent by the Town pursuant to this Agreement.

**16.6** Waiver: The failure of either party at any time to require performance of any provision shall not affect the right to require performance at any other time, nor shall the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.

**16.7 Interpretation:** If any provision of this Agreement is declared illegal, void or unenforceable for any reasons, such provision shall be severed from the balance of this Agreement and the remaining provisions hereof shall continue in full force and effect.

**16.8 Force Majeure:** If and to the extent that either the Town or the Association shall *bona fide* be prevented, delayed or restricted in the fulfillment of any obligation hereunder, other than with regard to any moneys due, as a consequence of any cause beyond the control of the party affected thereby that prevents the performance by such party of any obligation hereunder and not caused by its default and not avoidable by the exercise of reasonable effort including, without limitation, strikes, labour disturbances, civil disturbance, acts, orders, legislation, regulations or directives of any government or public authority, acts of a public enemy, war, riot, sabotage, earthquake, fire, storm, hurricane, flood, explosion or act of God, it shall be deemed not to be a default in the performance of such obligation and any period for the performance of such obligation shall be extended accordingly and the other party to this Agreement shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned. The provisions of this Section, however, shall not operate to excuse any party from the prompt payment of amounts owing hereunder.

**16.9 Governing Law:** This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**16.10 Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If the signature is delivered by facsimile transmission or by email delivery of a scanned data file (Adobe PDF or otherwise), such signature shall create a valid and binding obligation on the party executing the Lease with the same force and effect as if the facsimile or scanned data file (Adobe PDF or otherwise) were an original thereof.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS** of the foregoing covenants the Town and Association have executed this Agreement.

**SIGNED, SEALED AND DELIVERED**

**DURHAM REGION FARMERS' MARKET ASSOCIATION**

**Per:**\_\_\_\_\_

**Sara Demoe, Manager  
Durham Region Farmers' Market Association  
"Association"**

***I/We have authority to bind the "Association"***

**THE CORPORATION OF THE TOWN OF WHITBY**

**Per:**\_\_\_\_\_

**Mayor – Elizabeth Roy**

**Per:**\_\_\_\_\_

**Town Clerk – Christopher Harris**

***I/We have authority to bind the Corporation***

## **Schedule "A"**

### **Legal Description** ("the Premises")

#### **Celebration Square:**

Lots 1, 2, 3, and 4, 1<sup>st</sup> Double Range, Plan H50032, Whitby, except Parts 25 and 31, Plan 40R-508; Lots 17, 18, 19, and 20, 1<sup>st</sup> Double Range, Plan H50032, Whitby, except Part 1, Plan 40R828 and Part 31, Plan 40R-508, Town of Whitby, Regional Municipality of Durham

Being all of PIN 26502-0009 (LT)

#### **Municipal Parking Lot 9:**

Part Prince Street Plan H50052, as closed by CO124625; Part South ½ Lot 24, Concession 6, as in CO193234; Town of Whitby, Regional Municipality of Durham

Being all of PIN 26573-0148 (LT)

Part Lot 80, Plan H50052, Part 1 on Plan 40R-22512; Town of Whitby, Regional Municipality of Durham

Being all of PIN 26573-0215 (LT)

Part South ½ Lot 24, Concession 6, Parts 1 & 3, Plan 40R-24504; subject to an Easement Over Part 1, Plan 40R-24504, in favour of Part Lot 24, Concession 6, Part 2, Plan 40R-24504, as in DR693629, Town of Whitby, Regional Municipality of Durham

Being all of PIN 26573-0223 (LT)

## Schedule "B"

A close-up photograph of a street sign. The sign is white with black lettering. The word 'DUNDAS' is visible on the left, and 'STREET' is visible on the right, separated by a vertical line. The sign is mounted on a metal pole.

EX. CANOPY

SELF WATERING PLANTER  
AND TREE (QTY =7 TYP)  
SEE DETAIL

EX. PLANTER

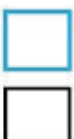
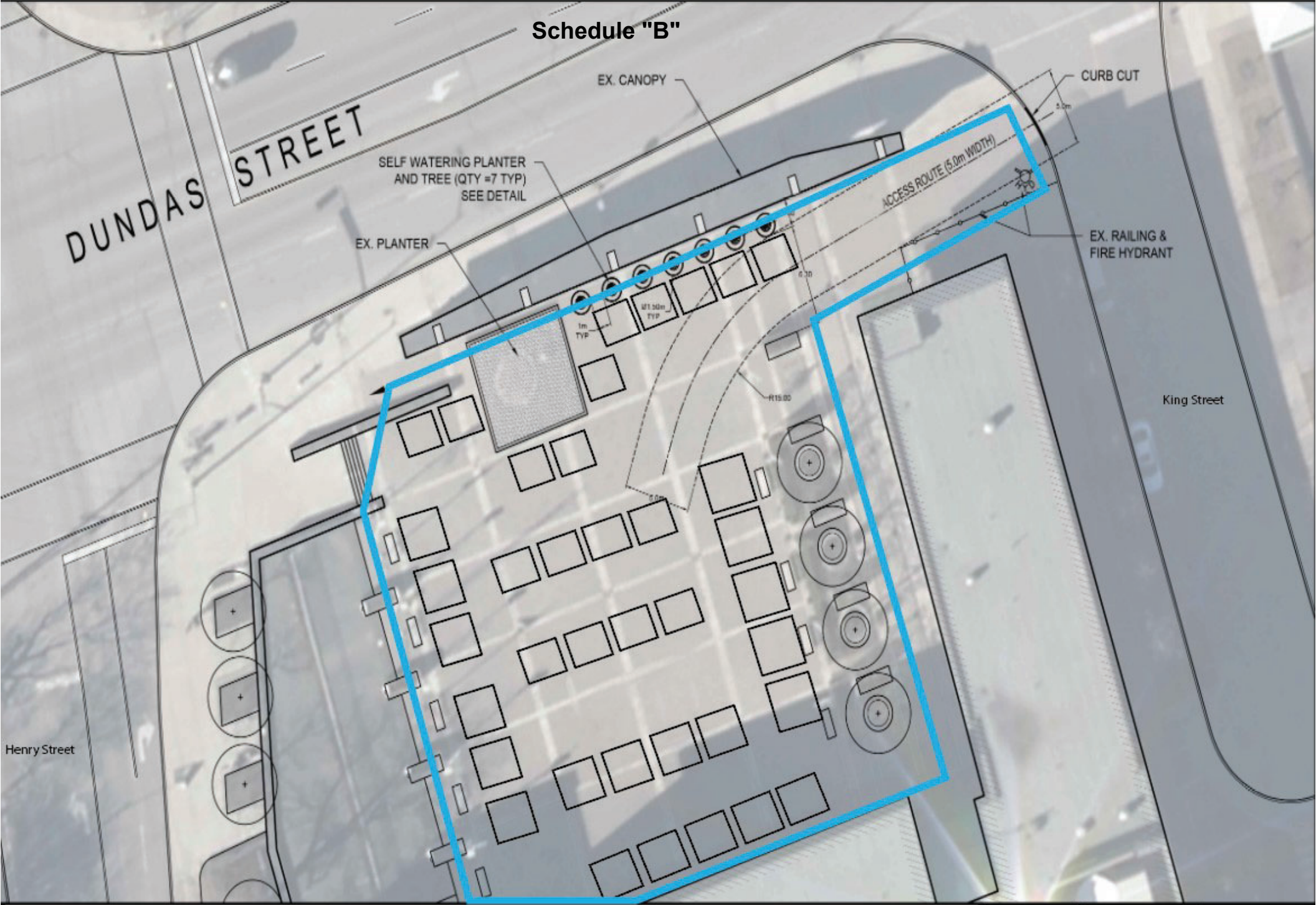
— CURB CUT

ACCESS ROUTE (5.0m WIDTH)

EX. RAILING &  
FIRE HYDRANT

King Street

Henry Street



Designated Area

10x 10 Booth Space

Durham Region Farmers' Market Association Site Plan  
Celebration Square, 405 Dundas Street West, Whitby  
Page 24 of 284



DRAWN BY:	TOW
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DATE: February 13, 2024

SCALE 1:250

DRAWING TITLE:  
CELEBRATION SQUARE

DWG #:  
**L-1**



## Schedule "D"



Durham Region Farmers' Market Association

### Brooklin Farmers' Market

VENDOR APPLICATION – 202 4 Market Season

June 8<sup>th</sup> – October 12<sup>th</sup> ~ Saturdays 9am – 2pm

[whitbyfarmersmarket.ca](http://whitbyfarmersmarket.ca)

**Entire application must be completed for approval.**

Vendor Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Category(s) of Product(s) to be marketed: Farmer – Grower – Producer – Baker – Crafter – Reseller

What Percentage of your product(s) do you produce personally? (Please be accurate) : \_\_\_\_\_ %

NOTE: Market Rules & Regulations require all vendors to produce a minimum of 70% of products for sale and all other items for sale **MUST** be Canadian Grown/Produced

Will you be selling prepared foods? **YES** **NO** Circle one

NOTE: **ALL Prepared Food Vendors are required to complete the "Food Vendors Application Form" found on our website**. Upon approval by the Health Department a copy of the approved form is required to be submitted with your vendor application.

Product(s) to be marketed:

Describe in detail – all items found for sale at market and not pre-approved will have to be **removed immediately**.

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In the space below, please submit a brief biography of yourself, the history of your business AND any links to social media or websites you have. This will assist the Board of Directors and Market Manager in assessment/approval of this application.

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**All vendors are required to supply their own 10'x10' tent with appropriate weights, along with their own tables and display items.**

### **MARKET SCHEDULE**

JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
<i>8</i>	<i>6</i>	<i>3</i>	<i>7</i>	<i>5</i>
<i>15</i>	<i>*</i>	<i>10</i>	<i>14</i>	<i>12</i>
<i>22</i>	<i>20</i>	<i>17</i>	<i>21</i>	
<i>29</i>	<i>27</i>	<i>24</i>	<i>28</i>	
		<i>31</i>		

Will your attendance be for the full season?

**YES**

**NO**

If NO, which dates do you wish to attend?

(Circle dates on schedule above)

**☐ Check this box to indicate you have read and agree to the Farmers' Market Code of Conduct & Rules & Regulations .**

**ANNUAL NON -REFUNDABLE MEMBERSHIP FEE**(All non-seasonal vendors) - **\$20**

**All fees due upon approval of application**

Seasonal Stall Fee - \$ 330.00 single (10'X10')  
 Additional stall(s) - \$ 125.00 each (Maximum 2 additional stalls)  
 \$ 330.00 + (\_\_\_ X \$ 125.00) = \$ \_\_\_\_\_  
 Pop-up Fee- \$ 30.00 single per day  
 4 Week Fee - \$ 100.00 single

***PLEASE CIRCLE THE CHOICE IN THE ABOVE LIST WHICH PERTAINS TO YOU***

I, \_\_\_\_\_, have read and agree to comply with the current Farmers' Market Code of Conduct & Rules & Regulations and to abide the By -Laws of the Association. I understand that failing to comply with these automatically forfeits my rights to sell any product at the Whitby Farmers' Market. I acknowledge that the Durham Region Farmers' Market Association and the Town of Whitby shall not be held responsible for any damages of theft associated with the rental of the stall space.

Vendor Signature: \_\_\_\_\_

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

Market Official Signature: \_\_\_\_\_

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

Completed applications and any questions regarding this application and can be directed to:

[whitbyfarmersmarket@gmail.com](mailto:whitbyfarmersmarket@gmail.com)

Sara Demoe – Market Manager  
 100 Walnut St W.  
 Whitby, ON L1N 2V9



## Schedule "E"

# Whitby and Brooklin Farmers' Market Code of Conduct & Rules and Regulations – 2024

\*SUBJECT TO CHANGE.

### All vendors will:

1. *Treat customers, Market Manager, volunteers and fellow vendors with courtesy, patience and honesty.*
2. *Not act in a manner that is rough, menacing, vulgar, profane and abusive, including making anyone uncomfortable to be in the Market space.*
3. *Assist fellow vendors whenever possible.*

**To ensure the application of the above principles, the Whitby Farmers' Market Manager shall have the power to institute disciplinary and corrective proceedings.**

- Each vendor is required to produce a minimum of 70% of the product they intend to sell at market. The main goal of the DRFMA is to promote buying local and support of local producers therefore, whenever possible, it is important that any resell items you may wish to sell be from Ontario.
- Each non-seasonal vendor is expected to purchase a \$20 non-refundable membership at the beginning of the market season.
- **Vendors must arrive no less than 30 minutes before 8:30am (in Whitby) or 9:00am (in Brooklin) and set up in their designated location or risk being considered late. If a full-time vendor is not present 15 minutes before opening, the Market Manager may rent the stall to another vendor for the day.**
- **To avoid any stress and/or danger to vendors and customers, a loading and unloading schedule will be implemented.**
- **Vendors must keep their stalls open during market hours and not dismantle early unless authorized by the Market Manager. Vehicles can't move until the market closes. Vendors must leave no later than 1 hour after the market closes. Late departures, early departures, lingering after the market closes, or unsafe driving in the market area can result in disciplinary and corrective proceedings at the discretion of the Market Manager. \***
- Resale items are not permitted in the market when the item in question is available locally.
- Any new items that are not listed on the application form that a vendor wishes to add to their stall must be brought to the attention of the Market Manager and approved **before** being made available for sale.
- Your stall space is 10 feet x 10 feet (20 feet X 10 feet / 30 feet X 10 feet). That is the area your stall fee covers and that is the area you are permitted to make use of. Occasionally there may be days when a vendor will miss a market day. On these days the surrounding vendors are encouraged to spread out to make the market appear fuller, but this is considered the exception to the rule.
- While we strive to offer exclusivity of product, there may be more than one vendor selling the same item at any time.
- It is the vendors' responsibility to keep the area around their stall(s) clean and remove any remaining items/garbage at the **end of market day**.
- Vendor vehicles are required to be out of the market area and each vendor should be ready for customers **before** the market is set to open. It is necessary that vendors unload and move their vehicle out of the market area **before** setting up their booths. This is for safety purposes as customers tend to come into the market early and other vendors need to unload their wares as well.

- There will be no small vendor vehicle parking within the perimeters of the market.
- Payment of membership fees must be paid upon approval of application, acceptance into the market and before you set up on your first day of market.
- **Stall fees, when paying as a daily (pop-up) or a monthly basis are to be paid upon approval of application, acceptance into the market and before you set up on your first day of the market.**
- It is imperative that all concerns a vendor has must be addressed by the Market Manager immediately.
- To maintain Farmers' market status there are not to be more baker/crafter vendors accepted into the market(s) than we have farmer vendors. (i.e., if we have 3 farmers, we can only have a maximum of 3 bakers and/or 3 crafters)
- Washroom facilities for the Whitby Market are located inside the Whitby Public Library and are accessible after 8am. Washroom Facilities for the Brooklin Market include a port-a-loo on site, and public washrooms inside the Brooklin Community Centre & Library.
- Market days will run regardless of the weather (rain or shine or snow)
- Each vendor is responsible for adequate liability insurance coverage for the duration of their Farmers' Market Membership. Their proof of insurance is required along with their application form. WFM bares no responsibility for any vendor property on the market.
- 48 hours' notice (**9:00am Thursday for Brooklin attendees, 9:00am Monday for Whitby attendees**) to the Market Manager is required if a vendor must cancel their scheduled market day. Notice of cancellation **must be** sent via email, text, or a phone call directly to the Market Manager.
- Vendors are required to display a vendor sign stating their farm or business name within their allotted space. 'Sandwich board' type signs in front of tables may be acceptable, if they do not impede traffic or block another stall from view. The use of such signs must be approved by management.

### Brooklin Harvest Festival Event:

- Any vendor wishing to be involved in the distinguished annual Brooklin Harvest Festival Event must be approved by the Market Manager and:
  - Have paid in full and attended a minimum of **8 scheduled market dates** prior to the event date.
  - **New 2024 vendors unable to attend 8 market dates must pay the Brooklin Harvest Festival fee listed in their application to attend.**
  - If for any reason you are absent on a scheduled date prior to the event, you must reschedule a make-up date with the approval of the Market Manager to avoid forfeiture at the Festival Event.
  - Failure to comply with any of the previous stipulations regarding the Brooklin Harvest Festival will result in the forfeiture of involvement and any monies previously paid.
  - **There are no exceptions.**
- **Please print this document and keep a copy with you at the market and/or give a copy to whomever is running your stall.**



# Schedule "F"

## Certificate of Insurance

Proof of liability insurance will be accepted on this form only (no amendments)  
This form must be completed and signed by your insurer or insurance broker  
Insurance company must be licensed to operate in Canada

This is to certify that the Named Insured, hereon is insured as described below

Named Insured	Address of the Named Insured
Operations of the insured for which this certificate is issued:	

### Automobile Liability Insurance (minimum limit to be evidenced - \$2,000,000 unless otherwise required)

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	Primary			
	Excess			

The above policy(ies) must cover all vehicles owned in whole or in part and licensed in the name of the insured including all vehicles leased on a long term basis for which the insured is required by law to provide bodily injury and property damage insurance.

### Commercial General Liability Insurance (minimum limit to be evidenced - \$2,000,000 unless otherwise required)

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	CGL			2019
	Excess Liability (if applicable)			
Provisions of Amendments or Endorsements (if any)				

### Professional Liability Insurance (minimum limit to be evidenced - \$2,000,000 unless otherwise required)

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	Professional Liability	Per Claim/Annual Aggregate		
	Excess Professional Liability (if applicable)	Per Claim/Annual Aggregate		
- Is the limit inclusive of indemnity and claims expenses – Yes <input type="checkbox"/> No <input type="checkbox"/>				
- If the policy is on a claims made basis have there been any claims notices given for this policy term Yes <input type="checkbox"/> No <input type="checkbox"/>				

Commercial General Liability Insurance is written on an occurrence basis and is extended to include Premises Liability, Products/Completed Operations, Cross Liability and Severability of Interests Clause, Personal Injury Liability, Contractual Liability, Property Damage, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, and Contingent Employers Liability.

With respect to the Commercial General Liability Insurance excluding non owned auto coverage, The Corporation of the Town of Whitby, is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

Other Additional Insureds as per contractual conditions are as follows: (Note if Applicable)

The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to The Corporation of the Town of Whitby.

These policies shall not be cancelled or changed so as to reduce the coverage as outlined on this certificate without thirty (30) days, prior written notice by registered mail by the Insurer(s) to the Corporation of the Town of Whitby, Corporate Services Department, Purchasing Section, 575 Rossland Road East, Whitby, Ontario L1N 2M8.

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s).

Date: DD/M/YR	Broker/Insurer's Name, Address, Telephone, Fax and E-Mail:	Signature and Stamp of Certifying Official:
		Print Name

Revision Date: October 10, 2019

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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### Report Title: FES 01-24 - Durham College Partnership – Whitby Fire & Emergency Services Inclusivity Excellence Scholarship Award

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**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** FES 01-24

**Department(s) Responsible:**

Fire and Emergency Services

**Submitted by:**

Fire Chief Michael Hickey

Acknowledged by M. Gaskell, Chief Administrative Officer
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**For additional information, contact:**

Michael Hickey, Fire Chief, ext. 4331

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### Recommendation:

1. That Whitby Fire & Emergency Services (WFES) partners with Durham College via the Inclusive Excellence Scholarship Award in exchange for fleet usage in the Fire Pre-service Program for a period of three (3) years, with Durham College's option to renew for an additional three (3) years;
2. That Durham College solely funds two (2) Inclusive Excellence Scholarships valued at approximately \$7,500 per recipient/student for a total cost of \$15,000 annually, for the term of the lease, as consideration for the annual lease payments to the Town;
3. Scholarship recipients will be comprised of racialized and/or economically challenged high school students from the Town of Whitby, who have been accepted into either the Fire Fighter Pre-Service Education and Training or the Fire Prevention and Technology programs;
4. WFES continues to provide Durham College access to a 2009 Seagrave Marauder II Pumper for use in the Pre-service Firefighter Education and Training program, as required throughout the curriculum;

5. That the Mayor and Clerk be authorized to execute the lease agreement upon terms substantially in accordance with Report FES 01-24, and in a form satisfactory to the Commissioner of Legal and Enforcement Services/Town Solicitor, or designate;
6. WFES services and communicates the maintenance schedule for the 2009 Seagrave Marauder II Pumper, ensuring the apparatus is available and transported to the appropriate service destination;
7. Through newly created public education programming for high school students and signage at Fire Headquarters, WFES promotes the strategic alliance and scholarship with Durham College.

**Highlights:**

- In alignment of WFES' efforts to promote the fire service as a career opportunity to racialized or economically challenged individuals, WFES approached Durham College with a scholarship program proposal as a means to give back to the community we serve.
- Scholarships valued at \$7,500 each, will provide two (2) graduating high school students accepted into Durham College's fire programs with the financial support to open opportunities for post-secondary education in a fire service-related field.
- WFES would be the first municipal Fire & Emergency Services Department to partner with Durham College and award this type of scholarship to two (2) deserving high school students.

**Background:**

The purpose of this report is to propose a partnership between Durham College and WFES to create the Inclusivity Excellence Scholarship Program.

Durham College and WFES have enjoyed a mutually beneficial relationship for several years, relying upon one another to support important initiatives. Recently, conversations began on how to enhance this relationship to ensure that Durham College continues to have access to relevant WFES equipment for training purposes.

WFES has been providing Durham College access to a 2009 Seagrave Marauder II Pumper for their fire service programs since 2017, at the rate of \$1 per year. In reviewing previous arrangements and in alignment of WFES efforts to promote the fire service as a potential career avenue for racialized and/or economically challenged individuals, WFES approached Durham College with a scholarship award program proposal as a means to give back to the community we serve.

This visionary initiative was meticulously crafted to nurture diversity in the fields of fire suppression and fire prevention, with a distinctive focus on empowering individuals from

racialized or economically challenged backgrounds. Two recipients, living in the Town of Whitby and enrolled in Durham College's Firefighter Pre-Service Education and Training or Fire Prevention Technology programs, will be selected from an adjudication panel and will be awarded a scholarship in the amount of \$7,500 to assist with tuition and course expenses. This collaboration marks a pivotal moment in shaping the future of aspiring professionals within the fire industry.

**Discussion:**

Over the last several years, WFES in partnership with other departments, have focused on ways to increase the representation of racialized and/or economically challenged individuals in its ranks and through the recruitment process. Like the Town's administration generally, WFES strives to recruit individuals that reflect the demographics of our community. Such efforts included geographically advertising job opportunities via social media outlets, adjusting minimum qualifications to expand candidate pools, hosting virtual information sessions and/or adjusting weighted pre-screening questions in recognition that not all candidates may have financial access to complete additional qualifications and/or certifications prior to being hired full-time.

Durham College will work with WFES to confirm criteria related to racialized and/or economically challenged communities within the Town of Whitby. The adjudication and selection decisions of the scholarship recipients will be made solely by Durham College panel members.

Representatives from WFES will be provided opportunities to meet the recipients and may engage in mentoring and/or guidance via virtual or in-person meetings as a means to add additional value to the student's learning experience.

**Financial Considerations:**

Durham College will pay \$15,000 annually for use of the Town-owned pumper. However, in lieu of a payment to the Town, Durham College will provide two (2) students with an Inclusive Excellence Scholarship Award (outlined above), of approximately \$7,500 each at an annual cost of \$15,000.

Whitby Fire & Emergency Services reports that the Town will continue to provide service and maintenance to the 2009 Seagrave Marauder II Pumper; at an estimated costs at \$4,500 annually.

Promotional materials and/or signage for the new scholarship will be funded by Durham College.

**Communication and Public Engagement:**

WFES will utilize the Public Education Officer, in collaboration and consultation with Corporate Communications and appropriate parties at Durham College to advertise and

promote the Scholarship Opportunity. In addition, WFES will be posting signage of this opportunity at Fire Headquarters.

The partnership will begin with a three (3) year commitment with the first enrolment intake in September 2024.

Promotion in Whitby secondary schools will commence as soon as possible, upon approval of the agreement, and each subsequent year as the programs are often over-subscribed and the application process begins early.

Below please find a proposed timeline for this initiative:

- March 2024 – April 2024
  - Durham College and WFES promotions commence
- March 2024 – May 2024
  - Scholarship application portal/process opens and accepting submissions
- May 2024 – June 2024
  - Durham College panel to adjudicate all applications
- June 2024
  - Two (2) recipients selected, and Scholarships are awarded

**Input from Departments/Sources:**

The Town's Senior IDEA Specialist was consulted regarding this scholarship proposal, assisting in the development of naming the potential scholarship and the criteria of deserving recipients. Moving forward WFES envisions collaborating with Corporate Communications. Input on the proposal was also provided by Financial Services and Legal and Enforcement Services, Legal Services Division.

**Strategic Priorities:**

The recommendation contained in this report advances the following Strategic Pillars and Actions identified in the Town's Community Strategic Plan:

- Whitby's Neighbourhoods – Safe, Healthy, & Inclusive
  - Objective 1.1 – Improve community safety, health, and wellbeing

WFES' efforts of promoting careers within the fire service industry to young individuals within the community will assist in increasing attraction and/or candidate pools for a career within the fire services. As the Town's population continue to grow, more emergency service professionals are required to respond, and an increasing number of qualified candidates will be required to keep the community safe.

- Whitby's Neighbourhoods – Safe, Healthy, & Inclusive
  - Objective 1.2 – Increase opportunities to acknowledge and celebrate the diversity of the community

Through this partnership with Durham College, the Inclusivity Excellence Scholarship Award will extend full tuition support to deserving racialized and/or economically challenged high school students in the Town of Whitby. This financial assistance will increase post-secondary educational opportunities for aspiring young professionals in the fire service industry as WFES strives to have a workforce that models the community we serve.

**Attachments:**

N/A

# Town of Whitby Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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## Report Title: Commemorative Tree and Bench Policy Update

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**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** CMS 04-24

**Department(s) Responsible:**

Community Services Department

**Submitted by:**

John Romano, Commissioner of  
Community Services

<b>Acknowledged by M. Gaskell, Chief Administrative Officer</b>
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**For additional information, contact:**

Christopher Robertson, Planner I - Parks  
Planning, 905.444.1936

Mattson Meere, Supervisor, Parks  
Planning, 905.444.1829

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### 1. Recommendation:

1. That Council approve the proposed amendments to the Commemorative Tree and Bench Policy, Policy Number MS 260, Attachment 2 of Report CMS 04-24;
2. That Council approve the proposed 2024 fee structure for the updated Tree and Bench Commemorative Program, as shown in Attachment 5 of Report CMS 04-24;
3. That the Fees and Charges By-law be updated to reflect the minimum donation amounts listed in Attachment 5 of Report CMS 04-24; and,
4. That Staff be directed to investigate the installation of a commemorative dedication feature at the waterfront and report back to Council in Q4 2024.

### 2. Highlights:

- The updated policy expands the scope of dedications to allow a broader range of commemorations, including celebrating special occasions, such as births and engagements, or adding meaningful positive messages or poetry.

- The updated policy aims to support efficient delivery of the program by providing a framework that encourages dedication of existing bench assets and prioritizing new tree and bench dedications in locations pre-selected by staff based on design criteria and standards.
- The updated policy introduces new cost saving measures to ensure fees are in line with other municipalities, including:
  - Fastening bench dedication plaques to the backrest of benches
  - Changing the design and material of dedication plaques
  - Structuring fees to incentivize dedications at priority locations.

### **3. Background:**

The Commemorative Tree and Bench Program was first established in 1993 and subsequently formalized and adopted by Council in 2011 (Staff Report Number CMS 31-11). The current policy allows for applicants to dedicate a tree with a plaque in Civic Park or a bench in any Whitby park or open space.

The program was paused in 2020 for numerous reasons: to review the rising costs and financial pressure of utilizing other funding sources to cover program costs; Civic Park and sections of the waterfront reaching capacity for dedications; and multiple requests from residents for tree dedications in other parks not permitted under the current policy. Since the program pause, Parks staff have received ongoing requests for dedications, highlighting the strong interest from residents in continuing the program.

The pause of the program allowed staff to review the current program and associated costs, obtain public input and review other municipal programs to compare approaches and identify best practices. In Fall 2022, the Town facilitated an online survey to gather feedback about the program and potential changes (Attachment 4). The proposed policy updates aim to streamline the application process, reduce costs, support efficient use of staff resources, and ultimately ensure the long-term success of the tree and bench dedications in the Town of Whitby.

### **4. Discussion:**

#### **Benches**

The current program allows for the dedication of existing park and trail benches and for the purchase and installation of newly dedicated benches anywhere within the Town's park system. Consequently, new benches installed through the program may not be located where they are most needed and offer the greatest benefit to park and trail users. Popular locations, such as the waterfront, have become over supplied with benches that require ongoing maintenance and replacement. The current program is not operationally efficient as staff must plan to complete concurrent bench installations that can be scattered across the Town, leading to increased staff time and implementation costs.

The proposed revisions to the policy encourage the dedication of existing benches and the dedication of new benches in priority areas (identified by the Town) by increasing the minimum donation amount for dedication of benches in non-priority areas to better reflect Town costs. Accordingly, the installation of new dedication benches will prioritize locations that address the Town's accessibility and park standards to ensure new bench assets are not unnecessarily created.

Town staff will pre-select priority locations for new bench dedications two times per year, in the spring and fall seasons. These locations will meet the Town's standards and generally be clustered in a few locations to allow for efficient installation. These pre-selected priority areas will rotate each season to provide dedication opportunities throughout the Town.

Requests for bench dedications at non-priority locations may be submitted but will be subject to evaluation by staff to ensure they meet the Town's standards. The minimum donation amounts for this program will be structured to reflect full cost recovery, where possible, and the additional staff time required to plan and install benches in non-priority locations.

### **Trees**

The current policy only permits commemorative trees with plaques to be planted within Civic Park at Town Hall. Today, there are a limited number of remaining tree planting locations. Additional tree dedication locations are needed to support the continued delivery of the program, but the provision of additional planting locations needs to mitigate against the potential operational inefficiencies of permitting tree dedications to be scattered across Town each planting season.

The amended policy proposes to expand the potential locations for installing new trees with plaque dedications to all Whitby parks and open spaces. However, to ensure the program is delivered efficiently and reduces costs to applicants, Town staff will pre-select priority locations two times per year, for the spring and fall planting seasons. Establishing specific planting areas on a seasonal basis will ensure staff time is efficiently utilized by planning, coordinating servicing locates, planting and watering a few focused areas each season. The pre-selected priority areas will rotate each season to provide dedication opportunities throughout the Town.

Requests for tree dedications in non-priority areas may be submitted but will be subject to evaluation by staff to ensure they meet park design standards. Similar to the benches (above), the proposed revisions to the policy encourage the dedication of existing trees and the dedication of new trees in priority areas by increasing the minimum donation amount for dedication of trees in non-priority areas to better reflect Town costs.

By expanding the availability of locations for commemorative tree dedications, the remaining locations at Civic Park can be reserved for individuals who have made outstanding service contributions to the Town.

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**Plaques**

The current dedication plaques are bronze and secured to a concrete pedestal at the base of a tree or underneath a dedicated bench. The installation of precast concrete pedestals onto the concrete slab underneath benches is costly and time consuming.

The amended policy proposes that dedication plaque for benches be fastened to the backrest of the bench instead of the concrete slab beneath the bench, making them easier to install and more visible to people. Further, it is recommended that the standard bronze plaque, used for tree and bench dedications, be replaced with one made of aluminum to reduce costs and match the aesthetics of the benches used by the Town.

**Expanding the Scope of Dedications**

The current policy only permits dedications for person who are deceased. No other municipal commemorative program reviewed, as part of the policy update had, any limitations on what or who could be commemorated if the text was deemed appropriate by staff. See Attachment 6 – Review of Municipal Commemorative Programs.

The amended policy proposes to expand the scope of commemorations and dedication text subject to the wording meeting criteria identified in section 3.1.5. The change would benefit the Town by creating a variety of positive messages, such as expressing one's love, celebrating a new child, or sharing a poem. The addition of other types of commemorations may also help to dilute the appearance of tree and bench dedications from resembling a cemetery by adding uplifting messages for residents in parks and open spaces.

**Replacement of Tree and Bench Dedications**

The current policy stipulates that the Town will pay for and replace any vandalized tree plaque or bench plaque for the first year. Outside of vandalism, the policy does not specify how long the Town will maintain and replace any tree or bench dedication plaque. Given the significant cost of tree and bench dedications to applicants, they'd like to know that their dedication will remain in place for certain period. A review of commemorative programs in other municipalities found many replace plaques indefinitely, as needed, at no cost to the donor for the life of the tree/bench, while others have 2-10 year warranty periods (see attachment 6). Operations and other municipalities have noted that vandalism and/or damage to plaques is very rare.

The amended policy proposes that all trees, benches, and plaques installed as part of the program be warrantied for a period of ten years from the date of installation. If during the warranty period a tree, bench, or plaque fails or is the subject of vandalism or damage, the Town will replace or relocate any trees, benches, and plaques at no cost to the donor. The Town may choose to replant trees or relocate benches to an alternative location to avoid future vandalism or damage.

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**Program Capacity and Mapping Availability**

Applications for a commemorative tree or bench will be accepted year-round, however, planting and installation plaques and benches will occur twice per year; once in the spring and once in the fall. Operations has estimated that they will have capacity to complete 5 new benches, 15 existing benches, and 10 new tree dedications in each spring and fall period.

As part of the approach to prioritize existing benches for dedications, Parks Planning and Development Staff will map all existing benches that are available for dedication so they may be shared with potential applicants, including on the Town's Commemorative Tree and Bench website.

**Timing for Re-Launching the Dedication Program**

Following approval of the updated policy, applications for dedications will reopen with the first installations commencing in Fall 2024. Staff will begin contacting potential applicants on the current waitlist to determine their interest in proceeding with a tree or bench dedication. Operations is planning to allocate additional capacity this year, barring any unforeseen circumstances, to help address the existing waitlist and dedication inquiries that have been received since the program was paused.

**Potential Dedication Monument**

The majority of dedication requests have historically been for locations along the Town's waterfront. Due to the limited availability of tree and bench dedication areas along the waterfront, staff are proposing to study the potential design, location, and costs for providing a public art installation that could accommodate many dedications. This approach has worked well in other jurisdictions and provides an alternative for dedications along the waterfront, where the majority of commemorative requests are being made. In the online survey, over 86% of respondents were very supportive or somewhat supportive of this potential initiative (see Attachment 4).

Examples of commemorative monuments are provided on Attachment 3. Plaques of various themes or whimsical styles could be used and potentially evolve into celebrating other life events or occasions.

**5. Financial Considerations:**

Payments made related to the commemorative tree and bench program are considered donations to the Town (e.g. monetary donation to the Town for a future purchase a tree or bench). The Town will issue donation receipts for income tax purposes ("**Donation Receipts**") for:

- donations that exceed \$20.00 Note: donations may be made to the Town for the purchase of future trees and benches that are less than the minimum donation amounts noted in Attachment 5. However, to participate in the program, i.e. to dedicate a tree or bench, donations must meet or exceed the minimum donation amount; and,

- An amount excluding the cost of the plaque (in the case of bench dedications) or the cost of the plaque and pedestal (for tree dedications).

### Donation Receipt for Income Tax Purposes

As noted above, the donation receipt will exclude the cost of the plaque, and pedestal (if applicable) as these costs are considered a benefit (e.g. recognition) that flows back to the donor. The benefit is referred to as an “**Advantage**” by the Canada Revenue Agency and is deducted from the total donation amount on the Donation Receipt.

Currently, the cost of a plaque is \$44.64 (for bench dedications) and the cost of a pedestal and plaque is \$380.14. Examples of Donation Receipt amounts that will be issued for a new bench dedication and new tree dedication in a priority location are as follows:

#### 1) Bench Example

Donation Amount	\$3,240.58
Less: Advantage	<u>(\$44.64)</u>
Eligible Amount of Donation/Gift	<u><b>\$3,195.94</b></u>

#### 2) Tree Example

Donation Amount	\$888.97
Less: Advantage	<u>(\$380.14)</u>
Eligible Amount of Donation/Gift	<u><b>\$508.83</b></u>

As shown in the examples above, the monetary donations are \$3,240.58 and \$888.97 for the bench and tree dedication, respectively. However, the eligible amount on the Donation Receipt will be \$3,195.94 and \$508.83, respectively (based on current costs). According to Canada Revenue Agency rules, should the advantage (i.e. cost of the pedestal and plaque, in this case) exceeds 80% of the donation amount, the Town will not be able to issue a Donation Receipt. The advantage under this program does not exceed the 80% threshold.

### Dedications Reserve Fund

The 2011 Report CMS 31-11 established a “Dedications” Reserve Fund for tree and bench dedications at existing tree and bench locations. Payments received to install a plaque at an existing tree or bench location that did not already have a plaque, would be allocated to this reserve to help offset future tree or bench replacements. As of the end of 2023, the Dedications Reserve has an unaudited balance of \$15,004 which is fully committed to fund benches and trees.

Accordingly, the uncommitted balance in the Dedications Reserve Fund is \$0 and this new program will help rebuild the reserve to fund future replacement of trees and benches.

The new Tree and Bench Dedication program would continue to allocate net revenues related to tree and bench dedications to this reserve. Further, Town staff costs related to the installations were incorporated into the cost recovery considerations in determining the minimum donation amounts listed in Attachment 5 but will not be recovered directly from the capital projects to be established for the program. Accordingly, any remaining funds in the capital projects, funded from the tree and bench dedication donations, will also be allocated to the Dedications Reserve after installation and invoice payments.

#### **Existing (2024) Capital Project**

There is an existing 2023 Capital Project (70230003 Bench and Tree Dedications) that has been carried forward into 2024 with a remaining budget of \$15,003. Community Services Department staff report that this will be sufficient to re-start the program and install 5 benches in the Fall of 2024.

Going forward (2025 and beyond), staff will incorporate a Bench and Tree Dedication project in future proposed capital budgets. The project will be funded primarily from commemorative tree and bench donations received in the year. Any surplus remaining in these capital projects will be allocated to the Dedication Reserve for the future replacement of trees and benches.

### **6. Communication and Public Engagement:**

The Town's Commemorative Tree and Bench Program has been paused to address proposed policy changes. During the Fall of 2022, the Town facilitated online engagement including a survey to gather feedback about the program and potential changes (Attachment 4). The Town website indicates that the policy is currently under review. Once the policy update is adopted by Council, the program will be re-launched in phases – starting with an update to Connect Whitby project page subscribers, followed by priority outreach to members of the public currently on the waitlist to determine their interest in proceeding with a tree or bench dedication, and then communications to the general public as tree and bench locations become available

### **7. Input from Departments/Sources:**

Various Town internal departments have been involved in the process to review and update the existing Tree and Bench Commemorative Program. Parks Operations has provided valuable information regarding the concerns around staff efficiencies, costs, and program protocols. Legal Services, Office of the Town Clerk and Finance have provided information and assistance to help guide the process.

### **8. Strategic Priorities:**

The recommendations of this report advance the Town's Strategic Plan, including increasing opportunities to acknowledge and celebrate the diversity of the community, enhancing community connectivity and beautification and delivering services that respond to community needs while balancing the impact to taxpayers.

**9. Attachments:**

Attachment 1 – Previous Tree and Bench Dedication Commemorative Program (2011)

Attachment 2 – Tree and Bench Commemorative Program Policy (2024)

Attachment 3 – Examples of Commemorative Monuments

Attachment 4 – Summary of Tree and Bench Dedication Program Online Survey

Attachment 5 – Fee Schedule

Attachment 6 – Review of Municipal Commemorative Programs



# Town of Whitby Policy

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<b>Policy Title:</b>	Tree and Bench Dedication Commemorative Program and Policy
<b>Policy Number:</b>	MS 260
<b>Reference:</b>	Council Resolution #185-11
<b>Date Originated:</b>	May 30, 2011
<b>Date Revised:</b>	Not applicable
<b>Review Date:</b>	As required
<b>Approval:</b>	Council
<b>Point of Contact:</b>	Community and Marketing Services

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## Policy Statement

The Corporation of the Town of Whitby recognizes that Whitby citizens often wish to dedicate items within the Town's green spaces in remembrance of passed loved ones. For this reason, the Town has established the following policy. The policy provides an opportunity for remembrance by permitting, subject to certain specific conditions, the donation of a tree or park bench. This may be augmented by the provision of a commemorative plaque in conjunction with a tree or bench.

## Purpose

The purpose of the policy is to allow for the provision of trees, park benches and commemorative plaques for the remembrance of deceased residents and/or deceased persons who were not residents but who have devoted extensive amounts of their time to the community, charity or volunteer service within Whitby. Such installations are provided for at the cost of the individual purchasing the commemorative item. Responsibility for maintenance of the items, within specific parameters, is provided for by the policy.

## Scope

The policy applies to tree, park bench and bronze plaque dedications. The policy applies to all parks and open spaces owned by the Town of Whitby. It does not apply to lands leased to others for whatever purpose or lands leased from others for park and open space purposes.

Limitations to the sites for trees and benches are provided in recognition of the fact that such installations can interfere with active sport facilities, design parameters intended to reduce crime, affect the growth habit of trees and interfere with maintenance operations.

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## **Procedure**

### **1 Application of Dedication Plaques**

- 1.1** Subject to the other provisions of this policy, dedication plaques may be purchased by individuals, organizations or corporations for:
- Past Whitby residents who are deceased;
  - Persons who are deceased and were non-residents, but who have made a significant contribution to public service, charitable works or volunteering in Whitby; and
  - Past Whitby residents or non-residents, who are deceased and have performed a heroic act in the service of others in Whitby.
- 1.2** Significant contributions to public service, charitable works or volunteering shall be for organizations, groups, and charities serving the Whitby area.

### **2 Trees without Plaques**

- 2.1** Trees without plaques may be installed in any park or open space, subject to the requirement that there is adequate space available to plant the tree. The specie of tree may only be selected from the approved list of species appended to this policy as revised from time to time.
- 2.2** While the donor may select the general location requested for the tree, Forestry/Parks Operations Staff may adjust the location subject to the location considerations.
- 2.3** Under this section the person or persons purchasing a tree will receive a certificate from the Town recognizing the donation.

### **3 Benches without Plaques**

- 3.1** Benches without plaques may be placed in any park or along any open space trail. However benches are only permitted within areas where there is an existing hard surface walking/seating area of asphalt or concrete suitably sized and situated to accommodate the bench. Where a hard surface area for the bench is not available a bench shall only be permitted if the donor pays for the construction of a suitable pad to accommodate the bench and a suitable location for the pad is available. A donor may also contribute to replace an existing bench which has reached the end of its life cycle.
- 3.2** While the donor may select the general location requested for the bench, Parks Operations Staff may adjust the location.

### **4 Installation of Plaques with Trees or Benches**

- 4.1** Bronze plaques may also be purchased to accompany the dedication of a tree or bench. Bronze plaques in conjunction with trees are only permitted within Civic Centre Park. Bronze plaques purchased to accompany dedication benches may be permitted in any park or along any open space trail but shall only be located on the hard surface beneath the bench.

## **5 Installation of Plaques at Existing Trees and Benches**

- 5.1** Bronze plaques may be placed adjacent to any existing tree without a plaque or a newly purchased tree within Civic Centre Park. Bronze plaques may be placed in conjunction with any existing bench in any existing park or open space trail or a newly purchased bench.
- 5.2** In order to maintain a fund for the future replacement of trees and benches, notwithstanding the fact that the proposed plaque may be installed at an existing tree or bench, the donor will be required to contribute the cost of a tree or bench at the time of purchase of the plaque.

## **6 Location Consideration**

- 6.1** While the person purchasing the tree or bench is free to suggest the proposed location, certain location requirements shall apply as noted below. The appropriate member of the Staff of Forestry/Operations/Parks or combination thereof shall make the final and precise determination of location, also abiding by the criteria below.
- 6.2** Trees or benches under this program shall only be located in accordance with the following criteria:
- a) The location does not interfere with any active park facility.
  - b) The location would be considered appropriate in accordance with design criteria related to Crime Prevention Through Environmental Design (CEPTED).
  - c) The location does not interfere with approved park design including horticultural or arboricultural components or displays.
  - d) Sufficient space is provided for the proposed or existing tree(s) at maturity.
  - e) The location does not interfere with maintenance requirements.
  - f) Impacts on other properties are considered including spread of the tree or spread of trees on abutting properties, views from properties and overviews of other properties, and access for maintenance.

## **7 Costs**

- 7.1** The donor shall pay the full costs of the purchase, supply, delivery and installation of the tree and/or bench and plaque, and where required, the hard surface for the bench. The schedule of costs shall be established by the Town based upon the Town's normal providers and shall be updated from time to time.

- 7.2** Due to concerns for risk management, maintaining quality and safety of product and installation, and in the case of trees the potential for disease and infestation, substitution of other providers, contractors, or do-it-yourself work shall not be permitted.

## **8 Plaque Names and Wording**

- 8.1** Dedication plaques are only permitted for persons who are now deceased. Names of persons who have been proven to have been involved in criminal activity shall not be permitted. The wording on plaques shall at all times be subject to the approval of the Supervisor of Parks Development or designate. In general wording will not be permitted if it:

- Would bring the image of the Town in disrepute;
- Mentions tobacco, alcohol or controlled substances;
- Indicates political affiliation;
- Would be considered discriminatory, derogatory or offensive according to race, gender, ethnicity, sexual orientation, religion or similar factors; and
- Represents a proprietary brand.

## **9 Policy Limitation**

- 9.1** Nothing in this policy shall limit the ability of any individual, organization or corporation to make a monetary donation to the Town for the purpose of tree planting or the provision of benches to be utilized at the Town's discretion or to be held in reserve for future replacement of trees and benches.

## **10 Maintenance**

- 10.1** All items installed under this policy become the property of the Town of Whitby. It shall be the responsibility of the Town to maintain the facilities supplied under this policy.
- 10.2** It is noted that from time to time issues of vandalism may occur. Where a tree, bench or plaque is the subject of vandalism, the Town shall only be responsible to replace the damaged item on one (1) occasion within the first year of its installation. Following the second incident of vandalism within this period, the item will be removed. Town Staff would suggest location alternatives to address the vandalism issue and be responsible to replace the item.
- 10.3** It is noted from time to time that trees die prematurely due to weakness, poor micro climate conditions, disease or infestation. Where a tree dies prematurely, the Town shall be responsible to replace the tree. Forestry Staff may suggest alternate specie at the time of replacement based on their knowledge of the causal factors.

- 10.4** Nothing herein shall prevent the immediate removal of any item deemed by Town Staff to constitute an immediate safety issue and in the case of trees where the tree is subject to an infestation or disease which may spread to other surrounding trees.
- 10.5** Should Town property containing dedication trees and benches with plaques be redeveloped, the Town shall make its best efforts to relocate the items within the redeveloped property. Where the property is sold, the Town shall make its best effort to relocate benches and plaques to an alternate Town park or open space. Trees will not necessarily be relocated and new trees may be provided. The Town may also make arrangements with the property purchaser to retain the facilities in situ. The Town may also relocate bronze plaques to a location and in an arrangement as may be directed by Council.

## **11 Responsibilities**

- 11.1** The Superintendent of Operations or designate shall:
- approve the precise location of the installation of trees, benches and/or plaques;
  - consult with the Supervisor of Parks Development as required;
  - maintain a list of appropriate species for use under this policy; and
  - oversee the supply, delivery and installation of the items including the scheduling of same.
- 11.2** The Supervisor of Parks Development or designate shall oversee the application process. Applications may be made in person at the Community and Marketing Services Department or on-line (as facilities exist). The Supervisor shall also maintain the fee schedule, as well as a record of trees and benches purchased and their locations (which would be confirmed by Parks Operations). Fees are approved annually by Council.

## **12 Reporting to Council**

- 12.1** Staff may report to Council from time to time and seek direction on matters related to this policy involving:
- Policy updates;
  - Fees;
  - Resolution of disputes;
  - Financial implications; and
  - Other matters as deemed appropriate.

*This Policy is hereby approved by Council Resolution #185-11 on this 30<sup>th</sup> day of May, 2011.*



# Town of Whitby Policy

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<b>Policy Title:</b>	Commemorative Tree and Bench Policy
<b>Policy Number:</b>	MS 260
<b>Reference:</b>	Council Resolution #XX-24
<b>Date Approved:</b>	March 4, 2024
<b>Date Revised:</b>	Replaced MS 260 Tree and Bench Dedication Commemorative Program and Policy
<b>Approval:</b>	Council
<b>Point of Contact:</b>	<b>Community Services</b>

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## Policy Statement

The Corporation of the Town of Whitby (hereafter the “Town”) recognizes that Whitby citizens often wish to dedicate items within the Town’s green spaces in commemoration and celebration of cherished moments, events and people. For this reason, the Town has established the following policy. The policy provides an opportunity for commemoration by permitting, subject to certain specific conditions, the donation of a tree or park bench in conjunction with dedication plaque.

## Purpose

The purpose of the Commemorative Tree and Bench Policy is to outline the process and parameters for the dedication of trees and benches with commemorative plaques in the Town of Whitby.

## Scope

The policy outlines the Town’s departmental responsibilities and process for evaluating applications for dedications, as well as the installation and maintenance of commemorative trees, benches, and their associated plaques in parks and along trails in open spaces owned by the Town. It does not apply to lands leased to others for whatever purpose or lands leased from others for park purposes.

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1. Definitions
2. Responsibilities
3. General
  - 3.1 Plaques
  - 3.2 Trees

- 3.3 Benches
- 3.4 Installation Timing
- 3.5 Location Consideration
- 3.6 Costs
- 3.7 Maintenance
- 4. Future Commemorative Opportunities
- 5. Donation and Tax Exemptions
- 6. Reporting to Council

## 1. Definitions

- 1.1. **Donation** refers to the participation in the Tree and Bench Commemorative Program through the gifting of funds to the Town for the installation of a commemorative tree or bench dedication.
- 1.2. **Plaque** refers to a plate of metal that would be attached to a bench or installed adjacent to a commemorative tree planting, bearing commemorative text.

## 2. Responsibilities

### 2.1. The Parks Operations Division shall:

- 2.1.1 Provide inspection of tree and bench plaques from a hazard perspective as needed.
- 2.1.2 Consult with the Supervisor of Parks Development or delegate, as required on matters related to installation and maintenance.
- 2.1.3 Advise on suitable locations for tree and bench dedications, as well as suitable species.
- 2.1.4 Oversee the supply, delivery and installation of trees and benches.
- 2.1.5 Oversee the installation of plaques on benches or trees.
- 2.1.6 Repair or replace damaged plaques on benches or trees in accordance with the section below on maintenance.

### 2.2 The Parks Planning and Development Division shall:

- 2.2.1 Review, approve, and oversee the application process.

Policy Title: Tree and Bench Dedication Commemorative Program and Policy  
Policy Number: MS 260

- 2.2.2 Respond to reported damage of a plaque on a bench or tree and coordinate necessary repairs or replacement subject to the discretion of the Supervisor of Parks Development. See section below on maintenance.
- 2.2.3 Consult with the Manager of Parks Operations or delegate as required, in order to determine suitable locations for tree and bench dedications, as well as suitable tree species to be used for dedications.
- 2.2.4 Oversee the supply and delivery of plaques on benches and trees.
- 2.2.5 Maintain the fee schedule (annually).
- 2.2.6 Maintain a record of dedications.
- 2.2.7 Provide a map with pre-determined planting locations for each season (confirmed by Parks Operations).
- 2.2.8 Provide and maintain a list of suitable tree species to be used for dedications.
- 2.2.9 Provide and maintain an inventory map of all tree and bench dedication locations (confirmed by Parks Operations).

### **3. General**

#### **3.1. Plaques and Wording**

- 3.1.1 Subject to the other provisions of this policy, plaques for benches and trees may be donated by individuals, organizations, or corporations with requested wording for plaques subject to review and acceptance by the Supervisor of Parks Development, or delegate.
- 3.1.2 Approximate size of plaques will be 10 x 20 cm (4 x 8 inches).
- 3.1.3 The lettering on the plaques must be:
  - Sans Serif font;
  - Mixed case – not all capitals; and
  - High tonal contrast with background of plaque.
- 3.1.4 The wording on plaques shall be generally a maximum of seven lines of text, and approximately 35 characters per line, including spaces, subject to the approval of the Supervisor of Parks Development or delegate.
- 3.1.5 In general, wording will not be permitted if it:
  - Would bring the image of the Town in disrepute;

- Uses profane, vulgar or sexually suggestive language as determined by the Supervisor of Parks Development in their sole and unfettered discretion;
- Mentions, whether expressly or by reasonable inference, tobacco, alcohol, cannabis or any controlled substances, or the use of tobacco, alcohol, cannabis or any controlled substances;
- Indicates political affiliation;
- Would be considered discriminatory, derogatory or offensive based on one of the protected grounds as set out in the *Human Rights Code* or other similar grounds;
- Represents a proprietary brand or is any kind of marketing or form of promotion; and

### 3.2. Trees

- 3.2.1 New tree plantings may only occur at locations approved by staff.
- 3.2.2 Any new tree plantings must be of a species of tree which is contained on the list of approved species, as approved by the Town from time to time.
- 3.2.3 Existing trees that are not currently dedicated will be considered for dedication at the request of applicants subject to a review by the Supervisor of Parks Development or delegate and the feasibility of installing a plaque without injuring the tree.
- 3.2.4 Donations may be made for the Town's purchase of trees with or without dedication plaques. Applicants donating funds for a tree dedication will receive a certificate from the Town recognizing the donation.
- 3.2.5 Plaques will be fixed to a concrete pedestal located adjacent to the tree.

### 3.3. Bench

- 3.3.1 New bench installations may only occur at locations approved by the staff.
- 3.3.2 Existing benches that are not currently dedicated will be considered for dedication subject to a review by the Supervisor of Parks Development or delegate.
- 3.3.3 Donations may be made for the Town's purchase of benches with or without dedication plaques. Applicants donating funds for a bench

dedication will receive a certificate from the Town recognizing the donation.

3.3.4 Plaques will be fixed to the backrest of a park bench.

### 3.4. Installation Timing and Capacity

3.4.1. Trees, benches and plaques will be planted and installed in the spring and fall of each year.

3.4.2. Applications received from September 1 – March 31 will be installed in the spring.

3.4.3. Applications received from April 1 – August 31 will be installed in the fall.

3.4.4. The Parks Planning and Development and Parks Operations division will plan to accommodate a maximum number of installations each season based on staffing resources. Applications will be reviewed on a first come first serve basis. Should the number of applications exceed staff capacity for a given season, then applications may be deferred to then next installation season.

3.4.5. The Town reserves the right to pause applications should it be determined that there are no available locations for commemorative dedications or if there is a backlog of tree/bench dedication installations.

### 3.5. Location Considerations

3.5.1 Priority location(s) for the installation of new trees and bench dedications will be predetermined seasonally where staff deem a significant need exists in order to ensure efficient delivery of the program while limiting unwarranted future maintenance and replacement costs.

3.5.2 The Town will update online mapping (seasonally), to inform applicants of the predetermined tree planting locations.

3.5.3 The Town may consider requests from applicants for alternative or non-priority locations for the installation of new tree and bench dedications. Approval of these requests will be at the discretion of the Supervisor of Parks Development or delegate, in consultation with the Manager of Parks Operations to ensure the proposed locations are appropriate. The approval of alternative locations will be subject to additional fees to cover the additional staffing time to coordinate, install and water alternative locations.

- 3.5.4 Locations for tree plantings and bench installations must not interfere with active sport facilities, design parameters intended to reduce crime, affect the growth habit of existing trees, or interfere with maintenance operations and installation schedules.
- 3.5.5 An online mapping tool will be available for viewing the location of tree and bench dedications.

### 3.6. Costs

- 3.6.1 Minimum Donation amounts for the Town's purchase of trees/benches and other costs related to plaques and pedestals will be established annually through the Town's Fees and Charges by-law, subject to Council approval.
- 3.6.2 The Minimum Donation amounts for this program will be structured to reflect full cost recovery, where possible, and the additional staff time required to plan and install benches and trees in non-priority locations.
- 3.6.3 All installations shall be completed by the Town. Due to concerns associated with risk management, maintaining quality and safety of product and installation, and in the case of trees the potential for disease and infestation, substitution by other providers, contractors, or do-it-yourself work shall not be permitted.

### 3.7 Maintenance

- 3.7.1 All items installed under this procedure become the property of the Town and are subject to the maintenance and warranty provisions of this section. It shall be the responsibility of the Town to maintain the facilities supplied under this procedure.
- 3.7.2 Cremains, memorial wreaths, flowers, or any other items in the vicinity of any tree or bench is prohibited and any such items will be removed.
- 3.7.3 All trees, benches and plaques that have been installed as part of the Town's Tree and Bench Commemorative Program will be warranted for a period of ten years from the date of installation. If during the warranty period a tree, bench, or plaque fails or is the subject of vandalism or damage, the Town shall replace and/or relocate any trees, benches and/or plaques at no cost to the donor. The Town may choose to replant trees or relocate benches to an alternative location to avoid future vandalism or damage.
- 3.7.4 If after ten years from the date of installation a dedication tree, bench or plaque is no longer serviceable, the Town will remove the item. Town staff

shall make every effort to contact the donor who may then apply to have the item replaced at cost.

- 3.7.5 Should circumstances arise, such as safety concerns or park redevelopment, that require a dedicated tree or bench to be removed by the Town, then staff shall make every effort to contact the donor and relocate or replant a tree or bench at an alternative location.

#### **4. Future Commemorative Opportunities**

- 4.1 This policy does not preclude the potential for the Town to develop additional commemorative opportunities. For example, a monument wall or art piece for the purposes of accommodating multiple dedication plaques at landmark locations, such as the waterfront.

#### **5. Donation and Receipts for Income Tax Purposes**

- 5.1. Donations received by the Town to purchase and install trees and benches on Town-owned property will be eligible for Official Donation Receipts for Income Tax Purposes ("**Donation Receipts**") to be issued to the person providing the donation, in the year the donation was received.
- 5.2. Donations Receipts will be in the amount of the donation received less the cost of the plaque and pedestal (collectively called the "**Advantage**" on the Donation Receipt).
- 5.3. If the Advantage exceeds 80% (or a different amount prescribed by the Canada Revenue Agency) of the donation amount, no Donation Receipt will be issued.
- 5.4. Donations received (for the Town to purchase trees and benches) that are less than the Minimum Donation amounts outlined in the Fees and Charges by-law may be eligible for Donation Receipts outlined in 5.1 but would not be eligible for this program. Such donations will be allocated directly to the Dedications Reserve.
- 5.5. Donations will be allocated:
- directly to the Dedications Reserve, (a reserve fund that was established in 2011 for the future replacement of trees / benches and is funded from the Commemorative Tree and Bench program donations); or
  - to a capital project for the installation of trees, benches, pedestals (if required), and plaques. Any remaining funding in commemorative tree and bench capital projects, originally funded from donations, will be

transferred to the Dedications Reserve following final payment of all invoices related to the capital project.

## 6. Reporting to Council

6.1. Staff may report to Council from time to time and seek direction on matters related to this policy involving:

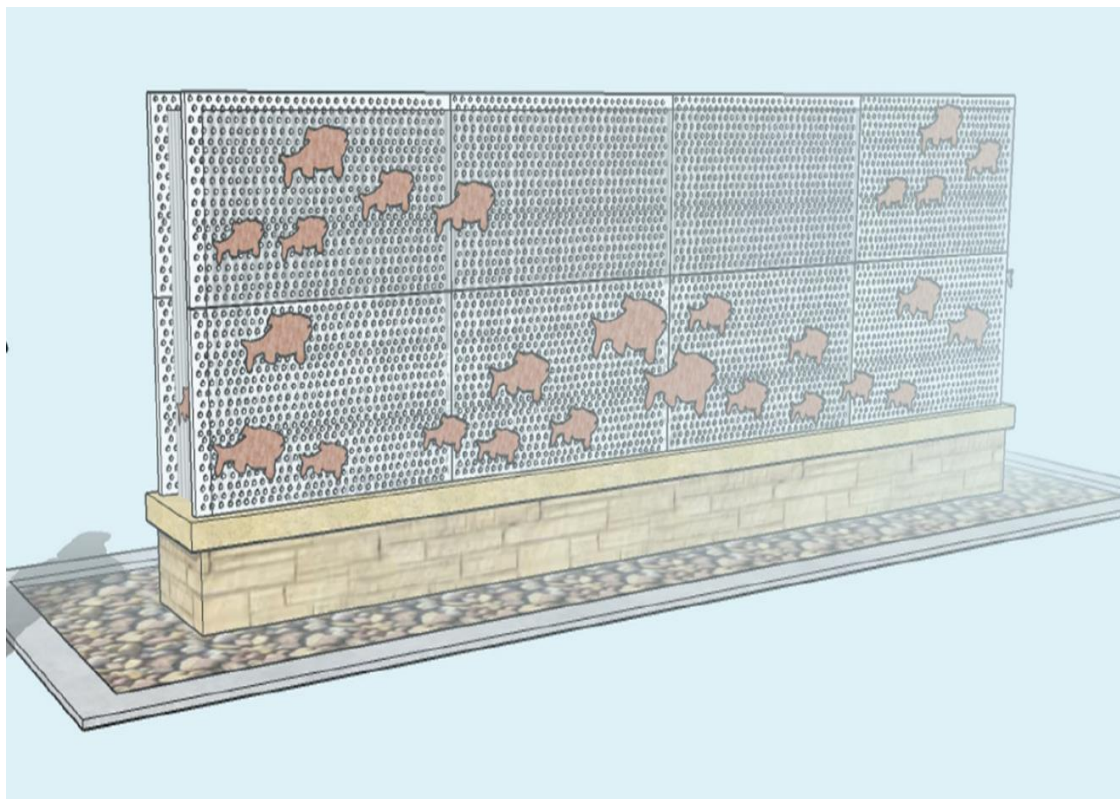
- Policy updates;
- Fees;
- Resolution of disputes;
- Financial implications; and
- Other matters as deemed appropriate.

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**This Policy is hereby approved by Council Resolution #**Resolution Number from  
Council Meeting Minutes. **on this** Day Number. **day of** Month, **20**Last  
Two Digits of Year Number.

### Attachment 3 Examples of Commemorative Features









## **Town of Whitby Tree and Bench Dedication Survey Results:**

As part of the Town of Whitby's process to update the current tree and bench dedication policy, Parks staff completed community consultation through online engagement to gauge public interest and input on the updated policy and proposed changes.

The public engagement process has now been completed and the results of the public consultation process are summarized below for councils' consideration. Further, Staff have provided recommendations and a draft copy of the proposed policy for review and recommendation.

Parks Staff engaged the public through the Connect Whitby Portal. As part of this engagement, Staff provided the public with a survey and a comparison of current procedure vs the proposed procedure. Further, as part of Staff's review when updating the policy, a jurisdictional scan of other municipalities was also conducted.

Overall, the survey provided to residents/interested parties resulted in the following:

- 11 questions, ranging from multiple choice, poll and essay style questions
- 44 total responses to the survey
- 27 detailed responses to essay style questions

Detailed Survey Results:

### **Question 2 (Y/N):**

Before this survey, were you aware that the Town of Whitby offers a Tree and Bench Dedication Program?

- 88.6% of respondents answered yes
- 11.4% of respondents answered no

### **Question 3 (Poll):**

Regarding the Tree and Bench Dedication Program, have you (select all that apply)

- Used the program (2)
- Had a friend or family member use the program (6)
- Planned to apply to the program (27)
- Not previously used the program (18)
- Did not intend to use the program (2)



**Question 4 (Range Question):**

Would you support the Town adding a memorial art installation at the waterfront (ex., a dedication wall), which could house numerous plaques and provide a place of remembrance for residents from across the community?

- 65.9% were very supportive
- 20.5% were somewhat supportive
- 13.6% were not very supportive

**Question 5 (Two option Question):**

With the Town's current Tree Dedications, a commemorative bronze plaque is installed on a concrete pillar near the base of the tree. Considering the proposed changes, which of the two options would you prefer for Tree Dedications?

**Option 1: \$1,270** this option includes a tree, printable certificate, and photo of the tree. Your tree would also be included and recognized in an online map of all commemorative tree locations in Whitby, lowering Town maintenance costs.

- 43.2% of respondents selected this option

**Option 2: \$2,620** - this option includes a tree and a bronze plaque installed on a concrete pillar near the base of the tree in all parks. This option will also increase Town maintenance costs.

- 56.8% of respondents selected this option

**Question 6 (Two option Question):**

Related to Bench Dedications, the Town's proposed policy changes include moving from a bronze plaque installed on a concrete pillar under a bench to a stainless-steel plaque installed on the backrest of a bench to reduce costs. See costing information on the Proposed Policy Changes chart. Do you have any concerns with this change?

- 88.6% of respondents answered no
- 11.4% of respondents answered yes

**Question 7 (Essay Style Response):**



Let us know your concerns with the change from a bronze plaque installed on a concrete pillar under a bench to a stainless-steel plaque installed on the backrest of a bench to reduce costs for bench dedications.

- 5 total responses

Easy to remove or vandalize plaque and perhaps encourage carving of inflammatory or other words into the wooden slats.

I believe that the possibility of vandalizing and dishonoring the plaque and the person being memorialized is more likely if on the bench...vs under the bench

Na

Durability and longevity

The pillar appears to be more substantial and may be more protected than a plaque on the backrest.

**Question 8 (Y/N):**

With the new policy, the Town will continue to pay for replacements of a vandalized tree plaque or bench plaque for the first year. The Town's proposed changes also include the Town paying to address any damage or maintenance required to a plaque, excluding vandalism, for the first two (2) years. After two years, any tree plaque or bench plaque that is in poor, unsafe condition or vandalized will be removed, and the applicant can choose to reapply for a replacement at full cost to them (the applicant). Do you have any concerns with the applicant having to reapply for a replacement at full cost after two (2) years?

- 61.4% of respondents answered yes
- 38.6% of respondents answered no

**Question 9 (Essay Style Response):**

Let us know your concerns related to the Town's new suggested approach to addressing vandalism.

- 27 total responses



I am not against the initial cost of the plaque, however, if something is continually vandalized, it could be very costly for the applicant. What about a one-time insurance amount?

It costs so much and is only guaranteed for 2 years? that would be a deterrent

The cost to have a plaque is already high and to expect people to pay again after just two years is not reasonable

The grieving donor is being penalized making the Town of Whitby seem parsimonious.

See comments above. I believe the brass plaque mounted underneath the bench should be kept as an option.

as per my comments above, vandalizing the plaque below the bench, I think is less likely

Share the replacement cost

Could cost of replacement be shared? i.e. the whole thing may not need to be replaced. if nobody can be contacted, replacements shouldn't be provided

you should pay for the damage

The initial cost is already so pricey

Too much to pay after only 2 years.

The cost is way too high for the applicant to have to replace every 2 years. The cost associated with the plaque should be more than sufficient to cover more than 2 years.

The town should continue to cover the cost of maintaining the trees and plaques etc. even if it is the result of vandalizing. The applicant should not have to incur future costs

I would like to have information about how often this happens that a replacement is necessary. I would hope rarely but it would influence my decision if it is likely that the tree or bench would be removed after two years. Provide the information and maybe increase the time period, if necessary, based on the data.



Costly to reapply

I feel with the amount of money that it costs to put it by a tree or on a bench should be looked after by the city forever. This is a very personable thing the family member would be doing and does not need to have to worry about that it's like a graveyard your stones are looked after forever

At the price the person is paying, they should not have to reapply. One replacement should be free and if additional replacements are required, the cost should be discounted.

I have several issues with this. I think it is absurd to ask someone to continue to pay for a memorial that they have already paid for, in order to continue to have it. People's circumstances change, financially and physically, they may no longer be able to afford it, they themselves may be no longer with us, the vandalism is no fault of the person who purchased the memorial (I hope), people purchase these types of things for the permanency of them, not to have to continue to re-do it.

Not clear if the replacement cost is the same as the initial cost. Assumption is that costs will increase as years go on, i.e., replacement cost in 10 years would be more than replacement cost in 2 years. May be a deterrent to participating in program. My understanding is that Town replaces plaque currently.

It is not long enough 1 or 2 years, the tree is planted in memory of a loved one. It should be in perpetuity, forever!!

The life of the plaque should be insured as long as the bench is there, and this shouldn't be an additional cost to the applicant.

The applicant should not have to reapply. There should be a period of time (12m) in which the applicant should have the non-competitive option to replace the plaque. The application should not have to pay full cost again. Replacements should be offered at half the cost of new.

It's a lot of money for only 2 years of service.



Perhaps the replacement cost could be equally shared by the applicant and the town the first time it needs replacing due to vandalism. Any further replacements would be at full cost to the applicant.

Install cameras, increase patrols, fines, allow public to report vandals for a prize

Seems cruel to the person who paid for plaque for their loved one to be remembered. This is completely unacceptable! I was going to apply for a tree and plaque, but I won't be now. Rude and disgraceful! How can that be ok with you? I pay \$2600 for a tree and plaque and if some jackass vandalizes it, you will remove it and they lose out on money and the place they go to remember their loved one? I need to move. This place is becoming pathetic. How could you even think about these changes?

**Question 10 (Multiple choice):**

Are you supportive of tax dollars being used to subsidize the Tree and Bench Dedication Program to keep costs low for the applicant by what percent?

- 50 – 27.3% of respondents
- 25 – 18.2% of respondents
- 10 – 20.5% of respondents
- Not supportive – 34.1% of respondents

**Question 11 (Essay Style Response):**

Let us know of any additional comments or concerns you have with the suggested changes to the Tree and Bench Dedication Program Policy.

- 23 total responses

My mother passed away in 2020 from Covid at a Regional Long Term Care home in Oshawa. Prior to being in the LTC home, she lived down at the lake for a number of years. Her bedroom looked out over Lake Ontario. Since she was recently buried in Montreal, I would like to have a memorial (preferably a bench) down at the lake that our family can more easily visit. I have been in touch for 2 years with Melanie Kennedy, who today forwarded the information about the new proposals for tree/bench dedications. Please feel free to contact me by email: [bgibb15@yahoo.ca](mailto:bgibb15@yahoo.ca) or by phone at 905-721-2505. I would really like to have some kind of memorial to my mother down by the lake. Thank you.



So, the high cost does not pay for the maintenance cost of a plaque on a tree? I can't imagine someone wanting just a certificate and a map to find their tree for that amount of money. I was terribly disappointed that this process could not be stated during covid. The program was on hold the whole time. Staff were still at work virtually being paid and our taxes were still collected. thank you for trying to continue the tree dedication program

The town subsidize the plaques would certainly make it more affordable for seniors and their family's we pay a lot off taxes in Whitby at the same time wanting to remember our loved one

The cost for the bench and tree program is far too expensive. Please note that I have participated in 2 other memorial tree and bench programs not with the Town of Whitby. Clearly these very high costs are meant to be a barrier for most citizens. Just doesn't look good on our Town.

This should be 100% funded by the person who wants to participate. The taxpayers should not have to fund any part of it other than if the town wanted to erect a dedication wall. Then the town would pay for the building of the wall and hopefully the cost per plaque would eventually offset the building costs, making it cost neutral at worst and profitable enough for maintenance at best.

I believe that the current program is very effective and based on the

long list of applicants, the demand and appreciation by the families is there. Changes may affect the long term response and commitment to the program clarify conditions to be met with dedication-for example, can you commemorate a living person?

I think the cost of this new program is so high compared to the neighbour town (Oshawa, Ajax), not affordable to many, would like to see the town cut the cost somehow, also a naming plaque is preferred, it is not meaningful without that.

I have concerns that the true cost to install a new bench with a plaque on a concrete pad costs closer to \$9,000-\$10,000.

Dedication plaques at Civic Park only are not enough for a growing community.

Behind the town hall looks like a cemetery. I get that people want the dedications, there has to be a better way.



Consider not including/allowing Birth and Death years which can turn 'dedication' plaques into cemetery style markers.

Rationale for the town subsidizing the program is that the community benefits as well from the trees and benches, not just the applicant. I understand costs have increased of everything but these costs prohibit many people from honouring loved ones in an environmentally friendly way.

Yes, I put my name in to have one a plaque put on a bench at the waterfront and I'm yet to hear from anybody I phoned a few times

I think that this is a nice way to enhance our community with trees and benches, while providing the opportunity for loved ones to memorialize their lost one in an affordable and meaningful way – of which, there are otherwise not many. To make this an ongoing cost for people will only discourage use of the program, in my opinion.

With the amount of taxes Whitby residents and businesses pay, there certainly should be enough to cover unexpected and long term costs.

Instead of one big memorial wall, perhaps smaller installations in various spots (parks and waterfront trail). Would vandalism replacement fee also apply?

I would like to see more benches (seating) all throughout our town. Make public places more user friendly. Give people somewhere to sit and chat. And proper washrooms too. Many people, especially seniors would make use of our green spaces if accommodations were made. Result: spaces are safer where there are people (young and old); keep people more active, healthy and able to enjoy the outside. We have playgrounds for kids but few places that are inviting to adults. Win / Win!

Prices are very high, and you receive less. Some more lower cost options would be nice, brick paths, walls, plaque on boulders on walkways/paths. Options on our walking trails so many loved ones walk the trails and waterfront area. Even a flower garden in memory of loved ones with a group dedication every few years to help maintain it.

For Q9, you have not revealed if tax dollars are currently subsidizing the program, nor have you revealed the actual cost of tree/bench dedication installation. Without all the information, it's impossible for citizens to make an informed decision regarding costs. Do better.



I understand that the Tree and Bench program is a tradition and a special way to honor loved ones. And I fully respect it. However, as there is a limit on resources including public spaces availability, financial funds and workforce, we have to be very mindful of its usage. If it was all online rather than having physical plaques and concrete pillars it would be much better. I believe that the Tree and Bench program only reaches a small percentage of the city residents.

And that not being an essential service, its costs should not be shared with us all.  
Thanks

Can include trees on boulevards and upkeep of trees (managed by professional landscapers) to beautify the town of Whitby and Brooklyn

Seems cruel to the person who paid for plaque for their loved one to be remembered. This is completely unacceptable! I was going to apply for a tree and plaque, but I won't be now. Rude and disgraceful! How can that be ok with you? I pay \$2600 for a tree and plaque and if some jackass vandalizes it, you will remove it and they lose out on money and the place they go to remember their loved one? I need to move. This place is becoming pathetic. How could you even think about these changes? No discounts to purchaser needed. Just maintain the things. This town disgusts me now. We have been here 40 years, and this is just disgusting.

## Tree and Bench Commemorative Program Fee Schedule (2024)

Application Type	Fee (Excluding Taxes)	Applicable HST	Fee (Including Taxes)	Fee Structure
<b>Bench Dedication</b>				
Dedication of Existing Bench  (Donation Receipt for income tax purposes will be issued for donation amount less \$44.64, the cost of the plaque)	\$2,700.48		\$2,700.48	Minimum Donation Amount
Dedication of New Bench in Priority Location  (Donation Receipt for income tax purposes will be issued for donation amount less \$44.64, the cost of the plaque)	\$3,240.58		\$3,240.58	Minimum Donation Amount
Dedication of New Bench in a Non-Priority Location *  (Donation Receipt for income tax purposes will be issued for donation amount less \$44.64, the cost of the plaque)	\$5,106.65		\$5,106.65	Minimum Donation Amount
<b>Tree Dedication</b>				
Dedication of Existing Tree or New Tree in a Priority Location  (Donation Receipt for income tax purposes will be issued for donation amount less \$380.14, the cost of the plaque and pedestal)	\$888.97		\$888.97	Minimum Donation Amount

\* Tree and bench dedication requests are subject to staff approval.

Dedication of New Tree in a Non-Priority Location *  (Donation Receipt for income tax purposes will be issued for donation amount less \$380.14, the cost of the plaque and pedestal)	\$1,848.12		\$1,848.12	Minimum Donation Amount
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## Review of Municipal Commemorative Programs

Location	Bench & Plaque Fee	Existing Bench & Plaque Fee	Tree & Plaque Fee	Warranty Period	Inscription Restrictions
Whitby	\$6,589.95 (current total cost to supply and install)	\$4,621.45 (current total cost to supply and install)	\$2,298.71 (current total cost to supply and install)	1 year if vandalized, forever otherwise	dedicated must be deceased.  dedicated must be resident or non-resident who made significant public service or heroic act to residents  dedicated cannot be convicted of a past criminal offence
Oshawa	\$2,969.21	N/A	\$688.50	Forever	no specific restrictions, subject to review by staff
Ajax	\$3,464.58	N/A	\$372.22	Forever	no specific restrictions, subject to review by staff
Pickering	\$2,781.00	N/A	\$1030.00	2 years	no specific restrictions, subject to review by staff
Vaughan	\$3,590.00	N/A	\$1,015.87	Forever	no specific restrictions, subject to review by staff
Uxbridge	\$3,500.00	N/A	\$1,000.00	case by case basis	no specific restrictions, subject to review by staff

Markham	\$2,983.20	N/A	\$500.00	10 years, once only	no specific restriction, subject to review by staff
Toronto	\$2,530.00	\$1,753.00	\$738.00	2 years, once only	No advertising or promotion, subject to review by staff

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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**Report Title: Department of Fisheries and Oceans Canada (“DFO”) request to utilize Town lands to facilitate Harbour Remediation**

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**Report to:** Committee of the Whole

**Date of meeting:** April 8, 2024

**Report Number:** CMS 05-24

**Department(s) Responsible:**

Community Services Department  
Legal and Enforcement Services

**Submitted by:**

John Romano, Commissioner of  
Community Services

<b>Acknowledged by M. Gaskell, Chief Administrative Officer</b>
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**For additional information, contact:**

Keenan Watters, Manager of Marina &  
Harbour Facilities, 905.706.5445

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### 1. Recommendation:

1. That Report CMS 05-24 be received as information;
2. That Council grant approval to The Department of Fisheries and Oceans Canada (“DFO”) for use of a portion of Gordon Fields adjacent to the Gordon Street Boat Ramp between July 15, 2024 and October 31, 2026 in exchange for in kind remediation (clean up) of Town owned water lots as identified in attachments #1 and #2;
3. That Council grant approval to DFO for use of a portion of the Gordon Street Boat Ramp parking lot between July 15, 2024 and October 31, 2026 in order to facilitate dredging contractor vehicle parking;
4. That Council grant approval for DFO to access Town lands adjacent to Promenade Lake Park to allow loading/unloading of barges from the Federally owned portions of the promenade and pier as identified in attachment #3; and,
5. That Staff be delegated authority to execute any agreement(s) which may be required to carry out the above recommendations in a form satisfactory to the Commissioner of Community Services and the

Commissioner of Legal and Enforcement Service/Town Solicitor, or their designate.

## 2. Highlights:

- DFO are finalizing plans to remove contaminated sediment from Whitby Harbour through an extensive multi-year dredging program. Due to Whitby Harbour's importance as a central component of Whitby's waterfront, this project will provide long term benefits to the community. The removal of harbour sediment will require a period of containment and drying followed by trucking to an approved landfill site. The project is anticipated to begin in mid-July 2024 with a project duration of approximately 27 months. To facilitate the containment and removal of sediment, DFO has requested the use of Town owned harbour lands adjacent to the Gordon Street Public Boat Ramp for the duration of the project. The remediation project as well as restoration of Town lands will be entirely funded by DFO.
- In exchange for the use of Town land to facilitate remediation, DFO will increase the scope of their dredging to include two Town owned water lot areas. Recent studies indicate that the Town would otherwise be liable for \$1,064,000 in estimated remedial dredging costs.
- A public communication plan was initiated by DFO in 2019, and a Whitby Harbour Remediation website has been maintained and updated since that time. The website identifies the problem and related risks to the public and wildlife, outlines studies completed to date, presents solutions and remediation plans, and identifies next steps and timelines. The website can be found at the following link <https://www.dfo-mpo.gc.ca/sch-ppb/whitby/index-eng.html>. A public information session was also held by DFO at Port Whitby Marina on March 9, 2023, in order to provide an additional opportunity to inform and engage with the community on this project.
- On February 13, 2024, DFO approached the Town to formally request to utilize a portion of Victoria Fields and the Gordon Street Boat Ramp parking lot to facilitate harbour remediation. Use of federally owned lands adjacent to Promenade Lake Park will be required to load/unload barges. Although DFO have committed to minimize impacts to harbour, park, trail and field users, significant impacts are expected within the harbour area as a result of the use of Town lands to support this project. A detailed summary of user impacts is outlined in section 4.

## 3. Background:

The federally owned Whitby Harbour and provincially owned Pringle Creek are contaminated with dioxins and furans at levels above provincial and federal standards. The source of the contaminants is not fully understood; however, they are believed to have entered the harbour via Pringle Creek in approximately the 1970's. DFO in

partnership with The Provincial Ministry of Environment, Conservation, and Parks (“MECP”) are advancing plans to remediate these areas. In the case of MECP, final provincial approvals have not been received which may delay cleanup of the creek beyond 2024. Remediation of the harbour by DFO is advancing with dredging to take place beginning in 2024. During discussions with the DFO in 2022, CMS staff were informed that two Town owned water lot areas within Whitby Harbour contain contaminants at levels found within DFO areas. Subsequently, DFO has made a request to utilize Town owned property adjacent to Whitby Harbour to facilitate sediment remediation in exchange for assistance with the cleanup of the Town owned water lots.

#### **4. Discussion:**

DFO recently developed a Remedial Action Plan (“RAP”) to guide the remediation of Whitby Harbour. The RAP is intended to reduce potential risks to the health of people, fish, and wildlife, that are associated with long term exposure to the chemicals currently found in Whitby Harbour. Remediation of the highest levels of contaminated sediment will result in reduced risks and will help ensure the long-term enjoyment of this important water body. Given the scale of this project, there will be impacts within the community in 2024, 2025 and 2026. Use of the field area adjacent to the Gordon Street Boat Ramp would include the creation of a fenced and berm sediment containment area as illustrated in attachment #3. This area will feature a perimeter fence to ensure public safety. Additional silt fencing within the perimeter will be installed as needed for environmental protection. The central portion of the sediment containment area will be excavated to approximately 2 metres below existing grade and capped with a protective layer of material. The excavated soils will be utilized to construct a berm measuring approximately 2 metres above existing grade. The existing waterfront trail which passes through this area will be temporarily closed and an alternate trail link around the fenced containment area will be provided by DFO. In order to transfer material from barges to the sediment containment area, a temporary stone/gravel pier will be installed, and the affected shoreline will be restored to current conditions following the project. The temporary sediment containment area as requested by DFO represents the maximum area that may be required for this project. As such it is possible based on final detailed project planning that areas may shift, and a smaller area may be used.

Understanding that the impacts of the remediation project are significant and that many of the regular users of the impacted areas are well into their planning for this year, staff worked with DFO, to delay their proposed start of May 1, until after Ribfest weekend (July 12-14). The timing of the DFO’s dredging tender is based on the successful bidder mobilizing no earlier than July 15, 2024. DFO declined staff’s request to delay the project until 2025 to allow as much advanced notice as possible to the users of the area. DFO is concerned that if the project does not begin in 2024 the funding for the project could be cancelled. The key impacts related to the project are identified below including name of affected group, duration of impact and alternative options, if applicable.

**Sports Field Users**

Gordon Field which is the area adjacent to the Gordon Street Boat Ramp is currently permitted to Lady Blue Knights Field Lacrosse weekday evenings from early May through August each year. This use will be impacted by the dredging project forcing relocation to another field. Staff can provide Lady Blue Knights with several alternative field options to choose from for the duration of the DFO project.

**Special Events Field Users**

Use of the field area adjacent to the Gordon Street Boat Ramp will have a significant impact on Town, Town Supported and Third-Party events which currently utilize this space on an annual basis.

These events include Canada Day (Town event), Ribfest (Town Supported event) and India Day (Third Party event). Some of these events use this space for programming while others use this space for the launching of fireworks. The DFO dredging project will commence on July 15, 2024, and will impact these fields continuously for approximately 27 months. As such, Canada Day (July 1, 2024) and Ribfest (July 12-14, 2024) will not be impacted in 2024, but India Day which will be hosted on August 24, 2024 will be. India Day will be informed they need to redesign their site layout for the fireworks display. All these events will be impacted in 2025 and 2026. Each event will need to be reviewed to see if it can revise its site plan to proceed on a smaller footprint or determine if the event needs to be cancelled or relocated. Other options for Canada Day may include moving from a fireworks show to a lights display or floating barge, however this would have significant cost impacts.

Staff will review options for Canada Day and report back to Council on options for 2025 and 2026. Staff will work with organizers of Ribfest and India Day to review options for their events.

**Waterfront Trail Users**

Use of the field area adjacent to the Gordon Street Boat Ramp to support DFO's harbour remediation project will result in the temporary closure of a section of waterfront trail adjacent to the boat ramp. Prior to closure, DFO will install a temporary 3.0-metre-wide trail around the sediment containment area as identified in attachment #2. This temporary asphalt trail section will meet off road recreational trail specifications as provided by the Town.

**Gordon Street Boat Ramp Users**

DFO have requested use of a portion of the parking lot at the Gordon Street Boat Ramp to provide parking of vehicles and equipment during the dredging project. Given the size of this lot, staff do not believe there will be significant impacts on users as a result of the DFO dredging project. The dredging contractor will be required to minimize the impact on users of the Gordon Street Boat Ramp, restricted from impacting peak weekend use of the parking lot and will be required to maintain access to the main vehicle/trailer parking spaces for users.

Port Whitby Marina

Given the widespread contamination of sediment within Whitby Harbour, dredging can be phased to reduce impacts on marina users during the peak boating season (May 1 to October 31). Dredging of marina navigation channels, fuel dock and floating piers can be completed during winter months while other portions of the harbour can be dredged during the boating season. DFO staff recognize the importance of maintaining access to the marina fuel dock as this facility is the only major fueling station for vessels between Toronto and Cobourg. The Port Whitby Marina fuel dock is regularly used by the Coast Guard, DRPS, and other first responder organizations. To facilitate dredging within the Port Whitby Marina water lot area, all nine marina piers will need to be moved elsewhere in the harbour during the winter months of 2024/2025 and 2025/2026. In addition, DFO will arrange removal and re-installation of concrete pier anchors if required. As marina piers typically remain in place year-round, DFO will be required to cover costs related to the removal and re-installation of these piers and anchors.

Whitby Yacht Club

Dredging within the Whitby Yacht Club water lot can be phased to reduce impacts on club users during the peak boating season (May 1 to October 31). Dredging of club navigation channels and floating piers can be completed during winter months. DFO will work with the Whitby Yacht Club regarding removal of floating docks and concrete anchors. As club docks are typically moved from the club water lot each year to more protected areas of the harbour, dock removal in this case will have minimal impact.

Promenade Lake Park

DFO have identified the need to utilize some federally owned lands within Promenade Lake Park as a loading area for barges during the project. As a result, a portion of the promenade area and pier may be fenced and closed off to the public, while the waterfront trail access through this area would remain open. DFO have committed to minimize use of this area and to provide sufficient notice of closures to the Town.

**5. Financial Considerations:**

The Remediation of Whitby Harbour is a federal project, and this work will be fully funded by DFO. It should be noted however that although the majority of Whitby Harbour's 260 ha area is owned by DFO, the Town owns an additional 2.5 ha (shown in green on attachment # 1) and a further 2.5 ha is owned by Brookfield Residential adjacent to the Brookfield property (shown in purple on attachment #1). These separate ownership areas appear to result from changes to the harbour shoreline over time related to dredging and shoreline stabilization projects. These Town and Brookfield water lots are contaminated with dioxins and furans at similar levels to the main harbour water lot. DFO have offered to include Town areas within the scope of the larger harbour dredging project. A recent study completed by Golder Associates on behalf of DFO provided detailed analysis of the two Town owned lots including cost estimates to dredge and truck the materials to an approved landfill. Town of Whitby Water lot #1 is located at the north end of Whitby Harbour within dredge area B and requires the removal of 2,295 cubic metres of contaminated sediment. Estimated costs to remove contaminated sediment from this area total \$514,080 or \$224/cubic metre. Town of

Whitby Water lot #2 is located to the south of Shirley Scott Park within dredge area A and requires the removal of 2,455 cubic metres of contaminated sediment. Estimated costs to remove contaminated sediment from water lot area #2 total \$549,920 or \$224 per cubic metre. The combined cost to dredge the areas totals \$1,064,000.

## **6. Communication and Public Engagement:**

The Remediation of Whitby Harbour is a DFO project, however it can only be completed with the support of the Town of Whitby. A public communication plan was initiated by DFO in 2019 providing the community with information on the Whitby Harbour Remediation Project as well as opportunities to engage with DFO's project team. DFO communications were shared by Town Communications staff on Town resources and social media. A public information session was also held by DFO at Port Whitby Marina on March 9, 2023. As DFO remedial dredging plans are finalized subject to Council approval, additional communication via websites, print media and social media will be initiated by DFO with the cooperation of the Town. In addition, user groups that may be impacted due to the use of Town lands to support this project will be contacted directly by Town staff. Affected user groups will be provided detailed information related to impacts along with alternatives where possible.

## **7. Input from Departments/Sources:**

In addition to collaboration within the Community Services Department, input has been received from Legal Services, Financial Services, Strategic Initiatives, and the Engineering Division.

Subject to Council approval, Legal Services has agreed to draft and assist with the execution of the agreements which will be required allow DFO to utilize Town lands in exchange for in kind remediation of two Town owned water lots. It is intended that the agreements will include insurance and indemnification protection for the Town, remediation provisions, requirements for before and after environmental assessments of the sports fields and any other provisions which are required to ensure the Town's interests are adequately protected. DFO will be required to ensure that measures are in place throughout the project duration to protect users and the public. DFO will also be required to ensure that all Town areas are restored to pre-project condition.

## **8. Strategic Priorities:**

Supporting DFO remediation of Whitby Harbour supports the following objectives as identified in the Town of Whitby Strategic Plan 2023 to 2026:

- Whitby's Natural & Built Environment – Connected & Resilient
  - 2.3.3 Enhance existing facilities and services and invest in structural upgrades at the waterfront.

2.3.6 Invest in upgrades at the Marina.

- **Whitby's Economy – Innovative & Competitive**

3.1.3 Implement actions to enhance Whitby's tourism sector, including a focus on the waterfront.

- **Whitby's Government – Accountable & Responsive**

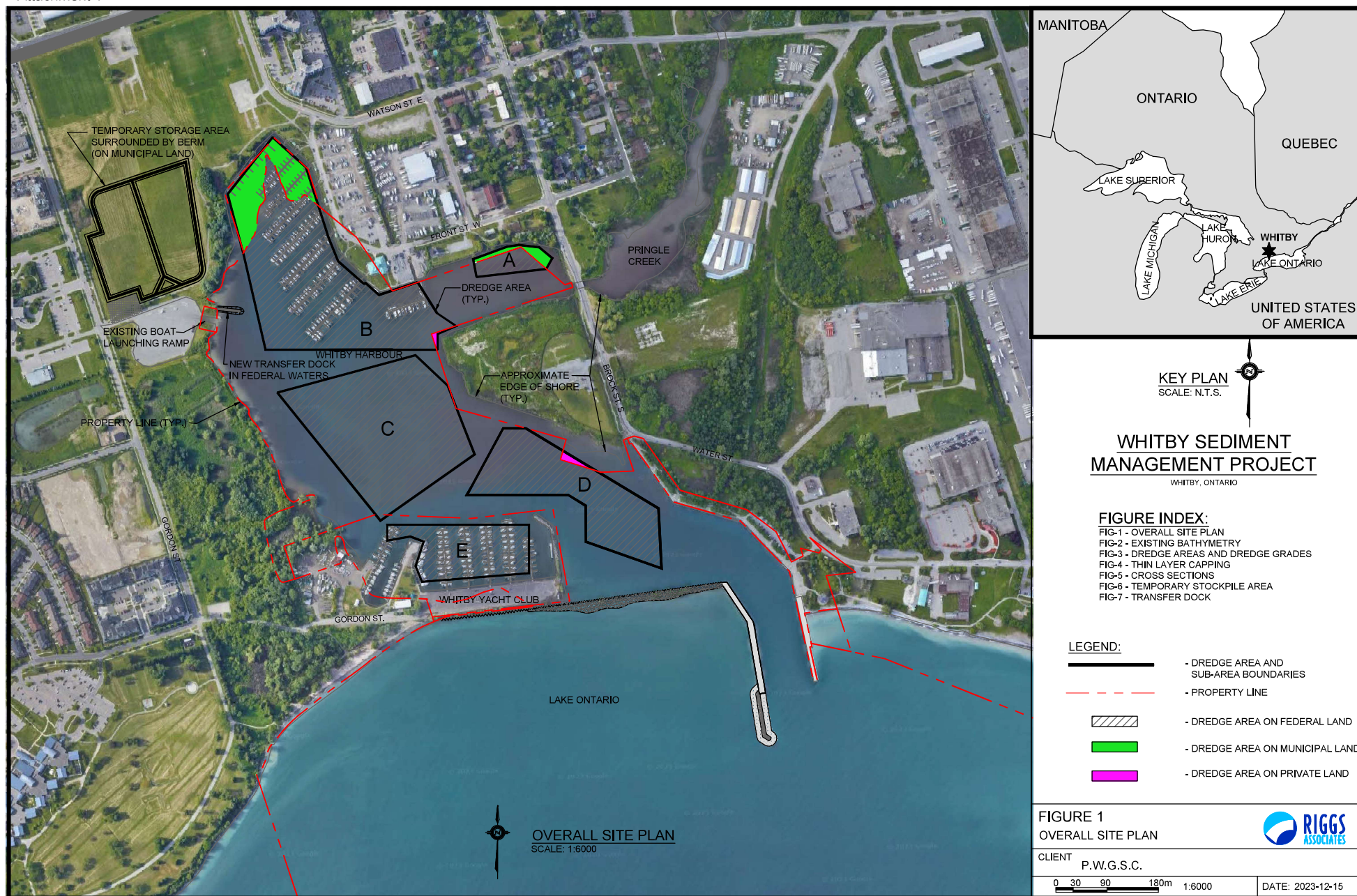
4.1.1 Advocate for funding from upper levels of government and other partners to support and advance current and anticipated community priorities.

## **9. Attachments:**

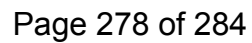
Attachment 1 – Whitby Harbour Overall Site Plan

Attachment 2 – Proposed use of field area adjacent to the Gordon Street Boat Ramp

Attachment 3 – Whitby Harbour plan including staging area at Promenade Lake Park







**New and Unfinished Business - General Government**

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0001	Fishing in Town Parks	That Staff report back on legal fishing in Town parks, including Port Whitby, after consultation with the fishing community has occurred.	07 May 2018	11 Feb 2019	28 Oct 2024	
GG-0002	Community and Marketing Services Department Report, CMS 35-18 Re: Cullen Central Park Master Plan	2. That Council direct staff to commence the development of the Cullen Central Park Master Plan with the final Master Plan to be brought forward for Council approval in Q4 2019; and, 5. That Staff identify options to recognize former mayor Marcel Brunelle in Cullen Park.	25 Jun 2018	18 Nov 2019	17 Feb 2025	In the Whitby Sports Complex Construction Tender Results & Project Budget Approval - Parks projects (originally planned for 2024 in the 10-year forecast) will be impacted by this, includes the Cullen Central Park Redevelopment Phase 2. This project will be budgeted in 2025.
GG-0004	Correspondence # 2020-77 from Karey Anne Large, Executive Director, Downtown Whitby Business Improvement Area, dated January 2, 2020 regarding the Downtown Whitby Business Improvement Area's Annual Report, the 2020 Proposed Budget, and Disbursement Schedule.	That the Commissioner of Corporate Services/Treasurer be directed to report back on the development of a policy to deal with grant and in-kind requests, including predetermined criteria and scoring, in order to ensure grants are based on needs and targeted outcomes.	09 Mar 2020	21 Sep 2020	28 Oct 2024	

**New and Unfinished Business - General Government**

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0005	Public Works (Operations) Department Report, PW 17-21 Re: Vimy Memorial Park	3. That staff report back to Council on the progress of the park agreement along with refined budget implications prior to assumption.	21 Jun 2021	13 Jun 2022	15 Apr 2024	Planning & Development & Community Services Staff prepared a joint memo that went on the Aug 11 CII to update Council on the status of the Park. A report will come forward once all issues have been resolved and the park is moving forward.
GG-0006	Financial Services Department Report, FS 37-21 Re: Town-Owned Land Strategy	That the properties at Part of Lot 25, 26, Conc. 4, Portion of PIN 26569 0285 (LT), Broadleaf and McKinney, as shown on Attachment #15 and Part Lot 25, Con. 2, now 40R-1655, Part 6, PIN 26532 0244 (LT), known municipally as 500 Garden Street, as shown on Attachment #3 be referred to staff to investigate zoning opportunities that would maximize the land value.	27 Sep 2021	05 Jun 2023	15 Apr 2024	
GG-0007	Community Services Department Report, CMS 19-21 Re: Unnamed West Whitby Park – Park Name Survey Results	3. That staff be directed to review the Municipal Property and Facility Naming Policy (MS 250) and report back with any recommended revisions to update the policy.	29 Nov 2021	16 Jan 2023	16 Sep 2024	

**New and Unfinished Business - General Government**

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0019	Refrigerated Outdoor Ice Rinks or Skating Trails	That following the tender results for the Whitby Sports Complex and as part of the development of the Parks and Recreation Master Plan, that Staff be directed to report on opportunities to install refrigerated outdoor ice rinks or skating trails in the Town	20 Mar 2023	25 Mar 2024	02 Dec 2024	Following the recommendations of the Parks and Recreation Master Plan.
GG-0021	Protecting Whitby's Urban Forest Canopy	That staff report back on the opportunity to protect trees of significance on private lands in order to preserve Whitby's urban forest canopy.	20 Mar 2023	04 Dec 2023	02 Dec 2024	This recommendation is to create a plan that will help guide a Tree Protection By-law
GG-0022	Gateway Maintenance Program	That Staff be directed to report to Council on the implementation of a gateway maintenance program, including additional resources required, to address the repair and rehabilitation of deteriorating gateway signage in subdivisions throughout the Town of Whitby.	24 Apr 2023	20 Nov 2023	15 Apr 2024	
GG-0023	CMS 06-23, Community Services Department Report Re: Bill 23 Parkland Dedication Framework	4. That staff be directed to report to Council with options for the acquisition of land to support the development of sports fields as identified by the 2015 Sports Facility Strategy and updated by the 2023 Parks and Recreation Master Plan; and, 5. That Staff be directed to report to Council in September 2023 on the status of the parks master plan agreement.	19 Jun 2023	25 Sep 2023	02 Dec 2024	Memo re: the parks master plan agreement forthcoming.

## New and Unfinished Business - General Government

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0024	LS 07-23, Legal and Enforcement Services Department Report Re: Proposed Amendments to the Town of Whitby Towing By-law # 6887-14	2. That Council direct staff to review current municipal regulations regarding the licensing and governing of tow truck drivers and tow truck businesses, activities, and undertakings in the Town of Whitby.	19 Jun 2023	13 May 2024		
GG-0025	Council Education and Training Program	That consideration of the Council Education and Training Program be referred to Staff to prepare a Report to Council about the program in November	02 Oct 2023	15 Jan 2024		
GG-0026-0	CMS 09-23, Community Services Department Report Re: James Rowe House - Food and Beverage RFP	2. That staff enter negotiations with the respondents to the RFP and report back to Council with the results of those negotiations for approval by Council..	27 Nov 2023	03 Jun 2024		Expression of Interest (EOI) to be issued in April 2024 which will guide the RFP process.
GG-0026	Installing lighting at Town parks within a 1-kilometre radius of 1635 Dundas Street	That Staff be directed to report to Council on the cost and timelines to install lighting at Town parks within a 1-kilometre radius of 1635 Dundas Street East.	18 Dec 2024	25 Nov 2024		
GG-0027	Replacing Town Park playground surfaces within a 1- kilometre radius of 1635 Dundas Street East	That Staff be directed to report to Council on the cost and timelines to replace Town park playground surfaces with alternative surfaces within 1-Kilometre radius of 1635 Dundas Street East.	18 Dec 2023	25 Nov 2024		
GG-0028	Enacting an Encampment bylaw	That Staff be directed to report to Council on the merits and feasibility of enacting an encampment by-law in the Town.	18 Dec 2023	15 Apr 2024		
GG-0029	Prohibiting loitering, obstruction, panhandling, and resting/sleeping outdoors	That Staff be directed to report to Council on the merits and feasibility of enacting a by-law to prohibit loitering, obstruction, panhandling, and resting/sleeping outdoors in the Town.	18 Dec 2023	15 Apr 2024		

**New and Unfinished Business - General Government**

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0030	Corr # 2023-587 from E. Underwood, Chief Executive Officer, Habitat for Humanity GTA, regarding Expression of Interest in Acquiring Surplus Sites at Dunlop Street East and Hickory Street for Affordable Housing Development	2. That Staff be directed to report to Council regarding the Expression of Interest received from Habitat for Humanity Greater Toronto Area for the proposed Affordable Housing Development at Dunlop Street East and Hickory Street; and, 3. That the Report back include an appraised value for the donated land.	18 Dec 2023	04 Mar 2024	10 Jun 2024	
GG-0031	Requiring the Region of Durham to consult with the Town of Whitby prior to proposed expropriation requests or orders	That Staff report to Council through a memorandum on the Council Information Index on the legal feasibility of requiring Durham Region to consult with Town of Whitby Planning & Development Staff, CAO, and Council prior to a proposal of expropriation requests on private lands, or orders (for any buildings or lands) not being used for the purpose of providing utilities, (especially if the building is 70,000+ square feet). Which the purpose is to include a request for mandatory consultation with the Town and the Region.	18 Dec 2023	TBD		

**New and Unfinished Business - General Government**

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0032	Memorandum from H. Ellis, Council and Committee Coordinator, dated October 13, 2023 regarding the Joint Accessibility Advisory and Whitby Diversity and Inclusion Advisory Committee request to participate in the Leading Equitable and Accessible	That the memorandum from H. Ellis, Council and Committee Coordinator, dated October 13, 2023 regarding the Joint Accessibility Advisory and Whitby Diversity and Inclusion Advisory Committee request to participate in the Leading Equitable and Accessible Delivery Program be referred to Staff to report back on the opportunity to participate in this program given corporate resource constraints and commitments.	29 Jan 2024	13 May 2024		
GG-0033	Comprehensive Review of the Procedure By-law	1. That the Clerk be directed to undertake a comprehensive review of the Procedure By-law and report to Council prior to summer recess 2024 with recommended amendments based on an environmental scan of comparator municipalities and consultation with Members of Council.	18 Mar 2024	10 Jun 2024		
GG-0034	LS 13-23, Legal and Enforcement Services Department Report Re: Business Licensing By-law Exception Request - 417 Byron Street North	4. That Council direct staff to review the lodging house provisions within the Business Licensing by-law and report back on the merits of amending the By-law to ensure consistency with other applicable provincial legislation; and, 5. That Council direct staff to review the merits of adding provisions/schedules to the Business Licensing By-law to regulate Rooming Houses in the Town of Whitby.	18 Mar 2024	31 Mar 2025		