



The Regional Municipality of Durham

Finance & Administration Committee Agenda

Council Chambers
Regional Headquarters Building
605 Rossland Road East, Whitby

Tuesday, January 14, 2020

9:30 AM

1. Declarations of Interest

2. Adoption of Minutes

- A) Finance & Administration Committee meeting –
December 10, 2019

Pages 4 - 21

3. Statutory Public Meetings

There are no statutory public meetings

4. Delegations

- 4.1 Paul Allore, CAO, Township of Scugog, Mark Majchrowski, CAO, Kawartha Conservation Authority, Pat Bunting, Director for the Lake Scugog Enhancement Program, Scugog Lake Stewards Inc., and Rob Messervey, President, Scugog Lake Stewards Inc., re: Lake Scugog Enhancement Project

5. Presentations

There are no presentations

6. Administration

- 6.1 Correspondence

- 6.2 Reports

- A) Information Management Policy (2020-A-1)

22 - 35

- | | | |
|----|---|----------|
| B) | Update Personal Information Privacy Policy and Associated By-law (2020-A-2) | 36 - 55 |
| C) | Approval and execution of Contraventions Transfer Payment Agreement with Attorney General of Ontario (2020-A-3) | 56 - 98 |
| D) | Corporate Records Retention By-law (2020-A-4) | 99 - 116 |

7. Finance

7.1 Correspondence

- | | | |
|----|--|-----------|
| A) | Correspondence from The Town of Whitby re: Resolution passed at their Council meeting held on November 25, 2019, regarding Gas Tax Funds | 117 - 118 |
|----|--|-----------|

Pulled from December 6, 2019 Council Information Package by Councillor Don Mitchell

Recommendation: Receive for information

7.2 Reports

- | | | |
|----|--|-----------|
| A) | 2020 Transit Strategic Issues and Financial Forecast Report (2020-F-1) | 119 - 146 |
|----|--|-----------|

8. Advisory Committee Resolutions

There are no advisory committee resolutions to be considered

9. Confidential Matters

There are no confidential matters to be considered

10. Other Business

11. Date of Next Meeting

Tuesday, February 11, 2020 at 9:30 AM

12. Adjournment

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The Regional Municipality of Durham

MINUTES

FINANCE & ADMINISTRATION COMMITTEE

Tuesday, December 10, 2019

A regular meeting of the Finance & Administration Committee was held on Tuesday, December 10, 2019 in the Council Chambers, Regional Headquarters Building, 605 Rossland Road East, Whitby, Ontario at 9:30 AM

Present: Councillor Foster, Chair
Councillor Ashe
Councillor Drew
Councillor Leahy
Councillor Mulcahy attended the meeting at 9:38 AM
Councillor Nicholson
Regional Chair Henry

Also

Present: Councillor Crawford, left the meeting at 11:00 AM
Councillor Wotten

Absent: Councillor Collier, Vice-Chair, was absent on municipal business

Staff

Present: S. Austin, Director, Corporate Policy & Strategic Initiatives, attended for part of the meeting
D. Barry, Director, Organization and Employee Services, left the meeting at 9:48 AM
E. Baxter-Trahair, Chief Administrative Officer
D. Beaton, Commissioner of Corporate Services
J. Demanuele, Director of Business Services, Works Department
J. Hunt, Director, Legal Services, Corporate Services – Legal
R. Inacio, Systems Support Specialist, Corporate Services - IT
N. Pincombe, Director, Business Planning, Budgets and Risk Management
J. Presta, Director of Environmental Services, attended for part of the meeting
N. Taylor, Commissioner of Finance
R. Walton, Regional Clerk/Director of Legislative Services
L. Fleury, Legislative Officer, Corporate Services – Legislative Services

1. Declarations of Interest

There were no declarations of interest.

2. Adoption of Minutes

Moved by Regional Chair Henry, Seconded by Councillor Drew,
(156) That the minutes of the regular Finance & Administration Committee
meeting held on Tuesday, November 12, 2019, be adopted.

CARRIED

3. Statutory Public Meetings

There were no statutory public meetings.

4. Delegations

4.1 Joe Deschenes Smith, Trillium Housing, re: Report #2019-F-50: Request for
Deferral of Regional Development Charges by Trillium Housing Non-Profit for a
New Affordable Housing Project in the City of Pickering

Joe Deschenes Smith, Founder, Trillium Housing, appeared before the
Committee with respect to Report #2019-F-50 re: Request for Deferral of
Regional Development Charges by Trillium Housing Non-Profit for a New
Affordable Housing Project in the City of Pickering.

J. Deschenes Smith advised that he is appearing before the Committee to
request support for their Duffins Height project in Pickering through development
charge deferrals.

J. Deschenes Smith advised that Trillium Housing is a non-profit enterprise
dedicated to affordable housing ownership within conventional housing projects.
He added that the Trillium Mortgage is a shared equity mortgage; and noted that
recently their model was adopted by the Federal Government for their new home
ownership support program.

J. Deschenes Smith provided details with respect to a similar project constructed
in Toronto called The Loop wherein 33 Trillium Mortgages were issued and the
average household income for those families was in the mid \$60,000's. He noted
that the Trillium Mortgages reduced housing costs on average by \$500 per month
per family.

J. Deschenes Smith advised that the Pickering project will include 212 to 216
stacked townhouses and they are already receiving applications for Trillium
Mortgages for the project and are hoping to start sales in September.

J. Deschenes Smith advised that Trillium Housing will also be appearing before
the City of Pickering to request Development Charge deferrals.

J. Deschenes Smith responded to questions from the Committee members.

At this point in the meeting D. Beaton introduced Dara Barry, Director, Organization and Employee Services. D. Beaton advised that D. Barry will be retiring tomorrow after 25 years of dedicated service with the Region. He advised that Dara first joined the Region as an Employment Equity Officer with Human Resources. He added that D. Barry's portfolio included compensation and benefits as well as health, safety and wellness.

Chair Foster thanked Dara for her service to the Region on behalf of Committee and Council.

5. Presentations

5.1 Nicole Pincombe, Director of Business Planning, Budgets and Risk Management and John Presta, Director, Environmental Services, re: Report #2019-F-52: 2020 Current and Capital Business Plans and Budgets and Nine Year Capital Forecasts for the Water Supply and Sanitary Sewerage Systems

Nicole Pincombe, Director of Business Planning, Budgets and Risk Management and John Presta, Director, Environmental Services, provided a presentation with respect to Report #2019-F-52: 2020 Current and Capital Business Plans and Budgets and Nine Year Capital Forecasts for the Water Supply and Sanitary Sewerage Systems. Highlights of their presentation included:

- 2020 Budget Strategic Priorities:
 - Accommodate Ongoing Legislative and Regulatory Changes
 - Respond to Growth and Affordability Pressures and Support the Vulnerable Sector
 - Invest in Infrastructure Renewal
 - Innovate and Modernize Operations and Administration
- Durham Budget Overview:
 - Services
 - Water
 - Sewer
 - Utility Finance
 - 2019 Accomplishments
 - Service Improvements
 - Awards
 - Customer Service
 - 2020 Proposed Water Supply and Sanitary Sewerage Expenditures and Financing
 - Proposed Gross Expenditures \$358.1 million
 - Proposed Gross Revenues \$358.1 million
 - 2020 Priorities and Highlights
 - Operating
 - Capital and Debt Servicing Costs
 - Staffing
 - 2020 Priorities and Highlights – Major Projects – Water Supply and Sanitary Sewerage - Regional Road Program - R.R. 57

- (Bowmanville Ave.) from Baseline Road to Nash Road,
Bowmanville
- 2020 Priorities and Highlights – Major Projects – Water Supply – Betterment and Replacement – Watermain Replacements Ajax
 - 2020 Priorities and Highlights – Major Project – Water Supply and Sanitary Sewerage – Betterment and Replacement – Olive Ave. from Simcoe St. S. to Drew St., Oshawa
 - 2020 Priorities and Highlights – Major Project – Sanitary Sewerage – Courtice Trunk Sanitary Sewer Phase 3: Baseline Rd. from Courtice Rd. to Trulls Rd. and Trulls Rd. from Baseline Rd. to Bloor St. Oshawa/Courtice
 - 2020 Priorities and Highlights – Major Project – Water Supply – Buildings:
 - Seaton Zone 4 Reservoir and Zone 5 Water Pumping Station, Pickering
 - Ajax Water Supply Plant – Environmental Assessment
 - Corbett Creek Water Pollution Control Plant – Environmental Assessment
 - Bowmanville Water Supply Environmental Assessment
 - 2020 Risks and Uncertainties
 - Legislative and regulatory changes from provincial and federal approval agencies
 - Revenue/Funding Pressures
 - Operating Pressures
 - 2020 Initiatives to Modernize and Find Service Efficiencies
 - Modernization of Data Management to commence at all Water Supply and Sanitary Sewage Plants
 - Future Budget Pressures
 - Impacts on 2021 Budget
 - Forecasted Pressure

Moved by Councillor Leahy, Seconded by Councillor Drew,
(157) That the order of the Agenda be altered to consider Item 7.2 H) next.
CARRIED

7.2 Reports

- H) 2020 Current and Capital Business Plans and Budgets and Nine Year Capital Forecasts for the Water Supply and Sanitary Sewerage Systems (2019-F-52)

Report #2019-F-52 from N. Taylor, Commissioner of Finance, was received.

Staff responded to questions with respect to drinking water test results; new staffing; new facilities; the water/sewer surplus for 2019; e-billing; the possibility of showing comparisons in future reports when listing accomplishments; the rating of assets; the emergency well in Sunderland; costs related to flushing of inappropriate material; interconnectivity of pumping stations; additional

infrastructure costs related to climate change; and the fact that there was no outflow into Lake Ontario.

Discussion ensued with respect to affordability, reducing the user rate increase, and the possible use of reserve funds to reduce user rates. Staff advised that it is important to contribute to reserve funds each year for future capital projects and added that it is possible to show a break-down of where the reserve funds go.

Discussion also ensued with respect to the proportion of user rate revenue used to fund growth neighbourhoods versus traditional neighbourhoods and whether it is possible to see a break-down of planned projects.

Further discussion ensued with respect to how amendments made today to the recommendations in Report 2019-F-52 may affect the recommendations in Report 2019-COW-33 regarding Water and Sanitary Sewer User Rates which is to be considered by the Committee of the Whole on December 11th; and adjusting the budget process in future years to streamline consideration of reports and approvals related to water/sewer budgets and user rates. It was suggested that the Committee recess for 10 minutes so that staff could discuss procedural matters regarding the two reports.

Moved by Regional Chair Henry, Seconded by Councillor Ashe,
(158) That Committee recess for 10 minutes.

CARRIED

The Committee recessed at 11:00 AM and reconvened at 11:16 AM.

Moved by Councillor Leahy, Seconded by Councillor Drew,
(159) That we recommend to Council:

- A) That the 2020 Current and Capital Business Plans and Budgets for the Water Supply System, with a total gross expenditure of \$152.6 million (net user rate supported expenditure of \$111.7 million) and related financing as set out below, be approved:

	2019 Gross Budget (\$ 000's)	2020 Gross Budget (\$ 000's)	Variance Incr/(Decr) (\$ 000's)
<u>EXPENDITURES</u>			
Operations:			
Watermain Cleaning and Repairs	3,572	3,493	(79)
Valves and Hydrants	3,211	2,991	(220)
Water Connections	4,370	4,186	(184)
Water Meters	666	542	(124)
Depot Operations	5,758	5,824	66
Plants East	2,926	3,151	225
Plants Central	13,263	14,131	868
Plants North	3,026	3,080	54
Sunvalley	29	29	-
Engineering and Staff Support	7,335	7,455	120
Facilities Management	6,603	7,615	1,012
Administration	315	319	4
Headquarters Shared Costs	1,073	1,100	27
Utility Finance	3,658	3,943	285
Share of Regional Corporate Costs	11,379	12,083	704
Subtotal Operations	<u>67,184</u>	<u>69,942</u>	<u>2,758</u>
Capital/Debt Charges:			
TCA Capital	3,361	4,732	1,371
TCA Construction	109,973	76,209	(33,764)
Debt Charges	1,694	1,694	-
Subtotal Capital/Debt Charges	<u>115,028</u>	<u>82,635</u>	<u>(32,393)</u>
TOTAL EXPENDITURES	<u>182,212</u>	<u>152,577</u>	<u>(29,635)</u>
<u>FINANCING</u>			
Contributions from Reserve Funds:			
Residential Development Charges - Growth Related Capital	57,358	20,823	(36,535)
Commercial Development Charges - Growth Related Capital	1,769	678	(1,091)
Industrial Development Charges - Debt Charges	536	536	-
Institutional Development Charges - Debt Charges	28	28	-
Water Rate Stabilization Reserve Fund	2,000	952	(1,048)
Asset Management Reserve Fund	4,985	5,234	249
Equipment Replacement Reserve	-	35	35
Fees and Service Charges	2,791	2,910	119
Financing From Others:			
Region of York - TCA Construction	325	225	(100)
Oversizing Costs Related to Seaton/Federal Lands	4,488	7,540	3,052
Frontage Charges - Petition Recoverable	-	1,864	1,864
Financing From Non-User Revenue Sources	<u>74,280</u>	<u>40,825</u>	<u>(33,455)</u>
User Revenues Financing (including frontage charges)	<u>107,932</u>	<u>111,752</u>	<u>3,820</u>
TOTAL FINANCING	<u>182,212</u>	<u>152,577</u>	<u>(29,635)</u>

B) That the Nine Year Capital Forecast for 2021 to 2029 inclusive, in the amount of \$1.1 billion as detailed in the Water Supply System Capital Budget, be received for information;

C) That the 2020 Current and Capital Business Plans and Budgets for the

Sanitary Sewerage System with a total gross expenditure of \$205.5 million (net user rate supported expenditure of \$107.7 million) and related financing as set out below, be approved:

	2019 Gross Budget (\$ 000's)	2020 Gross Budget (\$ 000's)	Variance Incr/(Decr) (\$ 000's)
EXPENDITURES			
Operations:			
Cleaning, Repairs and Maintenance Holes	2,112	2,033	(79)
Sewer Connections	2,944	3,254	310
Depot Operations	3,198	3,228	30
WPCPs and Pumping Stations	23,236	23,999	763
Duffin Creek WPCP	35,551	37,197	1,646
Regional Environmental Laboratory	2,571	2,864	293
Engineering and Staff Support	6,769	6,886	117
Facilities Management	7,075	8,273	1,198
Administration	318	322	4
Headquarters Shared Costs	1,073	1,100	27
Utility Finance	3,658	3,943	285
Share of Regional Corporate Costs	14,333	15,199	866
Subtotal Operations	<u>102,838</u>	<u>108,298</u>	<u>5,460</u>
Capital/Debt Charges:			
Duffin Creek WPCP - TCA Capital	1,480	947	(533)
Regional Environmental Lab - TCA Capital	172	586	414
TCA Capital	2,409	5,673	3,264
TCA Construction	106,437	68,950	(37,487)
Debt Charges	21,761	21,011	(750)
Subtotal Capital/Debt Charges	<u>132,259</u>	<u>97,167</u>	<u>(35,092)</u>
TOTAL EXPENDITURES	<u>235,097</u>	<u>205,465</u>	<u>(29,632)</u>
FINANCING			
Contributions from Reserve Funds:			
Residential Development Charges - Growth Related Capital	11,859	20,013	8,154
Residential Development Charges - Debt Charges	11,499	11,521	22
Commercial Development Charges - Growth Related Capital	1,266	1,275	9
Commercial Development Charges - Debt Charges	1,439	1,552	113
Industrial Development Charges - Growth Related Capital	1,000	-	(1,000)
Industrial Development Charges - Debt Charges	-	532	532
Institutional Development Charges - Debt Charges	-	8	8
Sanitary Sewer Rate Stabilization Reserve Fund	-	952	952
Asset Management Reserve Fund	8,234	8,646	412
Equipment Replacement Reserve	-	35	35
Regional Environmental Lab Equipment Replacement Reserve	135	-	(135)
Fees and Service Charges	6,811	7,001	190
Financing From Others:			
Region of York - TCA	1,132	1,040	(92)
Region of York - TCA Construction	23,514	16,566	(6,948)
Oversizing Costs Related to Seaton/Federal Lands	13,080	-	(13,080)
Region of York - Operating	27,109	28,444	1,335
Region of York Environmental Lab Operations	-	168	168
Debenture Proceeds:			
Courtice Trunk Sanitary Sewer, Clarington	25,900	-	(25,900)
Financing From Non-User Revenue Sources	<u>132,978</u>	<u>97,753</u>	<u>(35,225)</u>
User Revenues Financing (including frontage charges)	<u>102,119</u>	<u>107,712</u>	<u>5,593</u>
TOTAL FINANCING	<u>235,097</u>	<u>205,465</u>	<u>(29,632)</u>

- D) That the Nine Year Capital Forecast for 2021 to 2029 inclusive, in the amount of \$1.5 billion as detailed in the Sanitary Sewerage System Capital Budget, be received for information;
- E) That capital project approval be granted for expenditures and financing for the 2020 capital projects detailed within the 2020 Water Supply and Sanitary Sewerage Systems Business Plans and Budgets where contract awards are consistent with the Regional Budget Management Policy; and
- F) That the necessary By-laws with respect to the 2020 Current and Capital Business Plans and Budgets for the Water Supply and Sanitary Sewerage Systems be presented to Regional Council.

CARRIED AS AMENDED
(See Following Motion)

Moved by Councillor Ashe, Seconded by Councillor Nicholson,

(160) That the main motion (159) of Councillors Leahy and Drew be amended in Parts A) and C) to approve the expenditure of funds, but not the financing, and that the tables be adjusted accordingly, so that Part A) now reads as follows:

- A) That the 2020 Current and Capital Business Plans and Budgets for the Water Supply System, with a total gross expenditure of \$152.6 million be approved as set out below, and that the Commissioner of Finance be authorized to make the necessary changes to the proposed financing of the gross expenditures for the 2020 Water Supply System Business Plans and Budgets as outlined in Report 2019-F-52 as may be required by any amendments to Report 2019-COW-33: Recommended 2020 Water and Sanitary Sewer User Rates, including additional contributions from reserves and reserve funds, with a subsequent information report to be provided to Council:

<u>EXPENDITURES</u>	2019 Gross Budget (\$ 000's)	2020 Gross Budget (\$ 000's)	Variance Incr/(Decr) (\$ 000's)
Operations:			
Watermain Cleaning and Repairs	3,572	3,493	(79)
Valves and Hydrants	3,211	2,991	(220)
Water Connections	4,370	4,186	(184)
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Capital/Debt Charges:			
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Debt Charges	1,694	1,694	-
Subtotal Capital/Debt Charges	<u>115,028</u>	<u>82,635</u>	<u>(32,393)</u>
TOTAL EXPENDITURES	<u>182,212</u>	<u>152,577</u>	<u>(29,635)</u>

And Part C) now reads as follows:

- C) That the 2020 Current and Capital Business Plans and Budgets for the Sanitary Sewerage System with a total gross expenditure of \$205.5 million be approved as set out below, and that the Commissioner of Finance be authorized to make the necessary changes to the proposed financing of the gross expenditures for the 2020 Sanitary Sewerage System Business Plans and Budgets as outlined in Report 2019-F-52 as may be required by any amendments to Report 2019-COW-33: Recommended 2020 Water and Sanitary Sewer User Rates, including any additional contributions from reserves and reserve funds, with a subsequent information report to be provided to Council:

<u>EXPENDITURES</u>	2019 Gross Budget (\$ 000's)	2020 Gross Budget (\$ 000's)	Variance Incr/(Decr) (\$ 000's)
Operations:			
Cleaning, Repairs and Maintenance Holes	2,112	2,033	(79)
Sewer Connections	2,944	3,254	310
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Capital/Debt Charges:			
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TCA Capital	2,409	5,673	3,264
TCA Construction	106,437	68,950	(37,487)
Debt Charges	21,761	21,011	(750)
Subtotal Capital/Debt Charges	<u>132,259</u>	<u>97,167</u>	<u>(35,092)</u>
TOTAL EXPENDITURES	<u>235,097</u>	<u>205,465</u>	<u>(29,632)</u>

CARRIED

The main motion (159) of Councillors Leahy and Drew was then put to a vote and CARRIED AS AMENDED.

6. Administration

6.1 Correspondence

There were no communications to consider.

6.2 Reports

A) Renewal of Ontario Parcel Master Agreement Products (2019-A-35)

Report #2019-A-35 from D. Beaton, Commissioner of Corporate Services, was received.

Moved by Councillor Leahy, Seconded by Councillor Mulcahy, (161) That we recommend to Council that:

- A) The following four agreements with Teranet Enterprises Inc. be extended at an annual cost of \$149,376 plus applicable taxes, for each year of the agreement, for a total cost of \$746,880 plus applicable taxes for a term of 5 years: the End User Data License Agreement; Ontario Parcel Master

Agreement (OPMA) Products Delivery Agreement; the General Municipal License Agreement – OPMA Ownership Mapping Data Products; and the Value Added Relicensor (“VAR”) Agreement;

- B) A renewal of the Region of Durham OPMA partner cost sharing agreement with the eight participating lower-tier municipalities that have expressed interest through a letter of intent be executed;
- C) Financing for the Region’s share of the agreements for 2020 and future years is allocated in Corporate Services – Information Technology Division GIS Services base budget, and;
- D) The Commissioner of Finance be authorized to execute any and all documents necessary to give effect to the actions herein approved, provided all are in a form satisfactory to the Commissioner of Finance, the Director of Legal Services and the Director of Legislative Services.

CARRIED

- B) The Regional Municipality of Durham’s 2018 Accessibility Report (2019-A-36)

Report #2019-A-36 from E. Baxter-Trahair, Chief Administrative Officer, was received. Chair Foster requested that future reports include comparators to show what has been achieved and how the Region has improved.

Moved by Councillor Nicholson, Seconded by Councillor Leahy,
(162) That we recommend to Council:

That the Regional Municipality of Durham’s 2018 Accessibility report be adopted.

CARRIED

7. Finance

7.1 Correspondence

- A) Correspondence from Mary Medeiros, Interim City Clerk, City of Oshawa re: Durham Region Hospice and VON Durham Community Corporation Submitting a Funding Request for Two New Residential Hospices

Moved by Councillor Nicholson, Seconded by Councillor Leahy,
(163) That the correspondence from Mary Medeiros, Interim City Clerk, City of Oshawa re: Durham Region Hospice and VON Durham Community Corporation Submitting a Funding Request for Two New Residential Hospices, be received for information.

CARRIED

- B) Correspondence from Kevin Narraway, Manager of Legislative Services/Deputy Clerk, Town of Whitby re: Council of the Town of Whitby, at a meeting held on November 25, 2019, adopted the following as Resolution # 323-19:

1. That the Region of Durham be requested to support heritage preservation by adopting a by-law to provide a Regional property tax rebate for designated heritage properties, including those properties within heritage conservation districts; and
 2. That a copy of this resolution be sent to area municipalities in the Region of Durham.
-

Staff responded to questions with respect to property tax rebates for heritage properties by upper-tier municipalities and ensured that they would investigate it.

Moved by Regional Chair Henry, Seconded by Councillor Leahy,
(164) That the correspondence from Kevin Narraway, Manager of Legislative Services/Deputy Clerk, Town of Whitby re: Council of the Town of Whitby Resolution #323-19 regarding a Regional property tax rebate for heritage properties, be referred to consideration of the 2020 Strategic Property Tax Study.

CARRIED

- C) Direction Memorandum from Works Committee re: Works Department – 2020 Water Supply and Sanitary Sewerage Business Plans and Budgets (2019-W-98)

Moved by Councillor Mulcahy, Seconded by Councillor Leahy,
(165) That the Direction Memorandum from the Works Committee re: Works Department – 2020 Water Supply and Sanitary Sewerage Business Plans and Budgets (2019-W-98), be referred to consideration of Report #2019-F-52.

CARRIED

7.2 Reports

- A) Sanitary Sewer Surcharge Appeal by the Ministry of Natural Resources and Forestry for Darlington Provincial Park, 1600 Darlington Park Road, Bowmanville (2019-F-45)
-

Report #2019-F-45 from N. Taylor, Commissioner of Finance, was received. Staff responded to a question with respect to the maximum allowable sewer surcharge appeal.

Moved by Councillor Leahy, Seconded by Councillor Mulcahy,
(166) That we recommend to Council:

That the Sanitary Sewer Surcharge Appeal in the name of Ministry of Natural Resources and Forestry, be granted in the amount of \$21,812.53, on the basis that there is sufficient flow differential to qualify for a one-time sanitary sewer surcharge appeal.

CARRIED

B) Temporary Borrowing By-law for 2020 (2019-F-46)

Report #2019-F-46 from N. Taylor, Commissioner of Finance, was received.

Moved by Councillor Drew, Seconded by Councillor Nicholson,
(167) That we recommend to Council:

- A) That the Regional Chair and the Treasurer be authorized in 2020 to borrow funds not to exceed \$500 million in order to meet current expenditures and liabilities until such time as the general tax revenues and other revenues of the Region are received; and
- B) That approval be granted for the requisite by-law(s).
CARRIED

C) 2020 Interim Regional Property Tax Levy (2019-F-47)

Report #2019-F-47 from N. Taylor, Commissioner of Finance, was received.

Moved by Councillor Leahy, Seconded by Councillor Drew,
(168) That we recommend to Council:

- A) That a 2020 interim Regional property tax levy be imposed on the lower-tier municipalities for all property tax classes;
- B) That the amount due from each lower-tier municipality is estimated to be equivalent to 50% of their respective share of the Regional property taxes collected in 2019;
- C) That the 2020 interim Regional property tax levy be paid by the lower-tier municipalities seven days subsequent to the installment due dates established by each lower-tier municipality for the collection of their respective interim municipal property taxes;
- D) That the Regional Clerk be requested to advise the lower-tier municipalities of the imposition of the 2020 interim Regional property tax levy for all property tax classes; and,
- E) That approval be granted for the requisite by-law.
CARRIED

D) Request from the Durham Regional Police Services Board for 2020 Pre-Budget Approval for the Purchase of New Vehicles (2019-F-48)

Report #2019-F-48 from N. Taylor, Commissioner of Finance, was received.

Moved by Councillor Ashe, Seconded by Councillor Leahy,
(169) That we recommend to Council:

That the request from the Durham Regional Police Services Board for 2020 pre-budget approval for the purchase of 36 vehicles, at a total cost not to exceed \$1,612,192 be approved provided that this expenditure will be financed within the 2020 DRPS budget guideline established by Regional Council.

CARRIED

- E) Regional Agreement with CSH Ballycliffe Lodge Inc. and the Corporation of the Town of Ajax for the Advancement of Regional Development Charge Demolition Credits for a Long-Term Care Facility, in the Town of Ajax (2019-F-49)

Report #2019-F-49 from N. Taylor, Commissioner of Finance, was received.

Moved by Councillor Leahy, Seconded by Regional Chair Henry,
(170) That we recommend to Council:

- A) That the Regional Municipality of Durham be authorized to enter into an Agreement with CSH Ballycliffe Lodge Inc. and the Corporation of the Town of Ajax for the advancement of Regional development charge (DC) demolition credits for a Long-Term Care Facility in the Town of Ajax in order to allow the subsequent demolition of the existing facility with a letter of credit required to the satisfaction of the Commissioner of Finance and Director of Legal Services;
- B) That in order to administratively streamline and expedite the process for advancing Regional DC demolition credits for structures with planned and phased demolition and/or new facility construction commencing prior to demolition of existing structures, the Region be authorized to enter into similar future agreements with the applicable area municipality and developer to ensure the application of planned DC demolition credits to newly constructed structures at building permit issuance to be secured by a Letter of Credit, with the necessary terms and conditions to be considered and incorporated in the 2023 Regional DC By-laws and Background Study; and
- C) That the Regional Chair and the Regional Clerk be authorized to execute any necessary documents or agreements.

CARRIED

- F) Request for Deferral of Regional Development Charges by Trillium Housing Non-Profit for a New Affordable Housing Project in the City of Pickering (2019-F-50)

Report #2019-F-50 from N. Taylor, Commissioner of Finance, was received. Discussion ensued with respect to the importance of increasing affordable housing options including options to own rather than rent.

Moved by Councillor Ashe, Seconded by Councillor Leahy,
(171) That we recommend to Council:

- A) That the Region enter into an agreement with Trillium Housing Non-Profit (Trillium) for the deferral of Regional development charges from time of the

first building permit issuance to twelve (12) months after occupancy for each phase of the project (two phases) for an affordable housing project in the City of Pickering and payable at the rate in effect at the first building permit of each phase;

- B) That the agreement contain the appropriate terms and conditions to reasonably assure the Region of full payment of applicable Regional development charges for the proposed project; and
- C) That the Commissioner of Finance be authorized to negotiate and execute the necessary agreement in a form acceptable to Corporate Services – Legal Services.

CARRIED

- G) Request for Regional Financial Assistance under the Regional Revitalization Program for the Development of Lands surrounding Markham Stouffville Cottage Hospital known as 4 Campbell Drive in the Township of Uxbridge to support the new Uxbridge Health Centre (2019-F-51)

Report #2019-F-51 from N. Taylor, Commissioner of Finance, was received.

Moved by Councillor Drew, Seconded by Councillor Leahy,
(172) That we recommend to Council:

- A) That the application submitted by the Township of Uxbridge, on behalf of Uxmed Inc. under the Regional Revitalization Program (RRP), requesting Regional financial assistance for the development of lands surrounding Markham Stouffville Cottage Hospital known as 4 Campbell Drive in the Township of Uxbridge for a new physician-owned health care campus facility, be approved, subject to the following conditions:
 - i) The Region to provide \$114,350 for the development, with funding provided from the Regional Revitalization Reserve Fund and transferred to the Township of Uxbridge for distribution to Uxmed Inc., in accordance with the timing and flow of funds under the RRP:

Full building permit issued to Uxmed Inc.	50%
Framing inspection (or equivalent structural completion), passed by the area municipal building inspection authority	40%
Occupancy permit received from the area municipal building authority or passed preoccupancy inspection of those municipalities which do not issue an occupancy permit	10%
 - ii) Uxmed Inc. must pay all applicable Regional Development Charges due at building permit issuance;

- iii) Uxmed Inc. enter into a servicing agreement with the Region to construct new water and sewer connections and Uxmed Inc. will post a security in the form of a letter of credit and be responsible for 100 per cent of the servicing costs;
 - iv) All costs associated with works for the development of the lands will be borne by the developer, Uxmed Inc., in keeping with Regional policies;
 - v) Satisfying any performance criteria outlined in agreements between the Township of Uxbridge and Uxmed Inc. regarding incentives (financial or other) provided under the Toronto Street Corridor Community Improvement Plan and applicable Township By-laws;
 - vi) The Township of Uxbridge enter into an agreement with the Region that outlines the terms and conditions for Regional financial assistance to ensure accountability for Regional funding;
 - vii) The Township of Uxbridge agrees to annual post-project reviews and audits for five years after substantial occupancy of the development of vacant lands, in conjunction with the Region, to provide accountability and ensure effective utilization of Regional resources; and
- B) That as per the RRP, the increased property tax revenue generated from the increased current value assessment of the development of lands surrounding the Markham Stouffville Cottage Hospital known as 4 Campbell Drive in the Township of Uxbridge be used to replenish the Regional Revitalization Reserve Fund for five years after substantial occupancy.

CARRIED

- H) 2020 Current and Capital Business Plans and Budgets and Nine Year Capital Forecasts for the Water Supply and Sanitary Sewerage Systems (2019-F-52)

This Item was considered earlier in the meeting. [See pages 6 to 13]

- I) Award for RFP 240-2019 for the Rental of Multi-Functional Devices and Related Services for the Regional Municipality of Durham (2019-F-53)

Report #2019-F-53 from N. Taylor, Commissioner of Finance, was received.

Moved by Councillor Nicholson, Seconded by Councillor Leahy,
(173) That we recommend to Council:

- A) That subject to a successful product evaluation, the proposal received from 4 Office Automation Ltd., in response to RFP 240-2019 for the Rental of Multi-Functional Devices (MFD's) and Related Services for the Regional Municipality of Durham, be accepted and 4 Office Automation Ltd. (4 Office) be awarded a contract for a forty-eight (48) month term, with the option to extend for an additional 48-month term at an estimated annual cost of \$300,000, including support based on current equipment inventory and copy usage levels;

- B) That funding be provided from departmental operating budgets as approved; and
- C) That the Commissioner of Finance be authorized to execute the agreement and any required amendments.

CARRIED

8. Advisory Committee Resolutions

8.1 9-1-1 Management Board

A) Resolution regarding 9-1-1 Management Board Signing Authority

Moved by Councillor Leahy, Seconded by Councillor Nicholson,
(174) That we recommend to Council:

That signing authority for the 9-1-1 Management Board be given to the 9-1-1 Technical Manager and the Finance Department Regional Staff representative.

CARRIED

9. Confidential Matters

There were no confidential matters to be considered.

10. Other Business

There was no other business to be considered.

11. Date of Next Meeting

The next regularly scheduled Finance & Administration Committee meeting will be held on Tuesday, January 14, 2020 at 9:30 AM in the Council Chambers, Regional Headquarters Building, 605 Rossland Road East, Whitby.

12. Adjournment

Moved by Regional Chair Henry, Seconded by Councillor Nicholson,
(175) That the meeting be adjourned.

CARRIED

The meeting adjourned at 11:37 AM

Respectfully submitted,

A. Foster, Chair

L. Fleury, Legislative Officer



The Regional Municipality of Durham Report

To: The Finance and Administration Committee
From: Commissioner of Corporate Services
Report: #2020-A-1
Date: January 14, 2020

Subject:

Information Management Policy

Recommendation:

That the Finance and Administration Committee recommends to Regional Council:

That the Information Management Policy, included as Attachment #1 to this report, be approved.

Report:

1. Purpose

- 1.1 The purpose of this report is to present an Information Management Policy for approval by Committee and Council. This policy has been approved by the Information Governance Steering Committee made up of Senior Staff from all Departments.

The Information Management (IM) Policy is a key strategic document that will help align enterprise information management practices to fulfill the requirements of an information governance framework. The Information Management Policy provides direction and guidance to staff for creating, capturing and managing information to satisfy business, legal and stakeholder requirements. The policy assigns responsibilities and governs the management of corporate information consistently across the organization.

2. Background

- 2.1 The Municipal Act (Section 254) states that a municipality shall retain and preserve the records of the municipality in a secure and accessible manner. The requirement to retain and preserve records in an accessible manner means that the records can be retrieved within a reasonable time and that the records are in a format that

allows the content of the records to be readily ascertained by a person inspecting the records.

The Act further states that, subject to the Municipal Freedom of Information and Protection of Privacy Act, any person may, at all reasonable times, inspect any of the records under the control of the Clerk.

The Region until this time has not had a formal Information Management Policy to govern the management of corporate physical or electronic information consistently across the organization.

Information is an essential component of effective management across departments. The availability of high-quality, authoritative information to decision makers supports the delivery of programs and services, thus enabling departments to be more responsive and accountable to the public.

Information is managed to meet legislative and policy requirements, as well as specific requirements determined by departmental operational need and accountabilities.

As the Region increasingly uses information technologies to implement these requirements, integrating information management requirements with technology planning ensures that electronic records and digital information is accessible, shareable, and usable over time and through technological change.

With the approval of the Enterprise Information (EIM) Strategy by Senior Management for a long-term plan of moving to an integrated system to manage information, the Region needs to put into place policy to follow.

Implementing an IM Policy will provide the following benefits:

- a. Regional programs and services provide consistent practices surrounding access to relevant, reliable, comprehensive and timely information.
- b. Improved business processes.
- c. Better informed decision making.
- d. Less staff time spent looking for information, fewer information silos.
- e. Improved information sharing across the organization and between departments, offering the potential for re-use of corporate information.
- f. Lower compliance costs and enhanced ability to provide accurate, timely and transparent responses to legislative and regulatory requirements.
- g. Mitigation of business and reputational risk and improve business continuity.
- h. Over time cost savings through reduced storage, retrieval and handling of paper records.
- i. Information and records managed as valuable assets to support the outcomes of programs and services, as well as operational needs and accountabilities.
- j. Governance structures, mechanisms and resources are in place to ensure the continuous and effective management of information.

3. Conclusion

- 3.1 This approval by Finance & Administration and Regional Council of an Information Management policy will lead to efficient and effective information management to support program and service delivery; foster informed decision making, facilitate accountability, transparency and collaboration; and preserve and ensure access to information and records for the benefit of present and future generations.

4. Attachments

Attachment #1: Draft Information Management Policy

Respectfully submitted,

Original signed by

Don Beaton, BCom, M.P.A.

Commissioner of Corporate Services

Recommended for Presentation to Committee

Original signed by

Elaine C. Baxter-Trahair

Chief Administrative Officer



Title: Information Management Policy		
Policy #: 16.12	Issued: January 14, 2020	Page #: 1 of 11
Revised:		
Approved by: Commissioner of Corporate Services		
Responsibility: Corporate Services Department	Section: Information Management	

1. Policy

The Regional Municipality of Durham (the Region) recognizes that information is a core strategic asset. This policy defines the Region's information management commitments, responsibilities and authorities surrounding the management of corporate information.

The management of information will be guided by the following recordkeeping principles:

Accountability

The Regional Clerk/Director of Legislative Services shall oversee the Information Management Program and delegate responsibility for information management to appropriate individuals.

Transparency

The organizations business processes and activities, including its Information Management Program, shall be documented and be available to staff and appropriate interested parties.

Integrity

The information assets generated by or managed for the organization have a reasonable guarantee of authenticity and reliability.

Protection

An appropriate level of protection will be applied to records and information that are private, confidential, privileged, secret, or essential to business continuity.

Compliance

Recordkeeping practices must comply with information management requirements resulting from Regional policies, legislation, audit rules and other relevant regulations.

Availability

The Region shall retain records in a manner that ensures timely, efficient, and accurate retrieval of needed information.

Retention

The Region shall maintain its records and information for an appropriate length of time, taking into account legal, regulatory, fiscal, operational and historical requirements.

Disposition

The Region shall provide secure and appropriate disposition for records that are no longer required to be maintained by laws and organizational policies.

2. Purpose

This policy is supported by procedures, standards and guidelines that provide staff with the tools and guidance necessary to manage Regional information. Managing information will improve service delivery, strengthen accountability and manage information related risks. As such, information needs to be managed in a secure and accessible manner to:

- Facilitate accountability, transparency and efficiency.
- Preserve the integrity and authenticity of regional records.
- Support our business processes.
- Ensure regional records are appropriately protected and preserved.
- Reduce costs and enhance regional services and programs.
- Assist in information collaboration within our organization and with other government institutions, citizens and stakeholders.
- Ensure compliance with legislation and statutory obligations.
- Foster informed decision making.

3. Procedures**3.1 Access, maintenance, protection and preservation**

Regional information is a corporate resource to which staff and the public should have access, except where the nature of the information requires restriction. Access restrictions should not be imposed unnecessarily but should protect individual staff, or client privacy and sensitive or confidential material.

In accordance with our obligations under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and Personal Health Information Protection Act (PHIPA) and in conjunction with the Region's Routine Disclosure and Active Dissemination Policy, and Open Data Policy, access to public information must be readily available.

- The public have legislated rights to apply for access to information held by the Region under MFIPPA and PHIPA. These acts apply to all information held by our organization, whether in officially endorsed information management systems or personal and/or personal health information stored in an email repository or shared/personal network drives.
- Responses to applications for access under MFIPPA are the responsibility of the Corporate Services Department, Legislative Services Division and responses for access to information under PHIPA are the responsibility of the Health Information Custodians for the Region; the Commission and Medical Officer of Health and the Commissioner of Social Services.

- The Region is committed to the fundamental principles of accountability, transparency, participation and collaboration as a matter of open governance and open data. This will increase citizen engagement, and drive innovation and economic opportunities through open data, open information, and open dialogue.
- Corporate information, regardless of media type shall be preserved over time and through technological changes for the time that it is required to be maintained in accordance with the Corporate Classification Scheme/Records Retention By-law.
- Corporate information shall be safeguarded from unauthorized access, use, disclosure, alteration, removal or destruction.
- As electronic records are part of the Region's usual and ordinary course of business, Regional records may be maintained in electronic format in lieu of paper.
 - Electronic records shall be stored and maintained within an approved information management system.
 - Electronic record titles must be specific enough to enable staff to understand the content without opening the document.
 - Staff having custody or control over any electronic record, in cooperation with CS-IT, shall ensure that appropriate access rights are provided to staff requiring the record to perform their duties.
 - Final versions of electronic records shall be captured and identified as final versions. (See Guidelines for Managing Electronic Records).
 - Electronic records shall not be password protected or encrypted when residing within an approved information management system. Access restrictions will be assigned to individuals and/or workgroups from within the information management system.
 - Upon an employee leaving a position, that employee's access rights to electronic records will be dealt with according to the Region's Access Control Policy.
 - Electronic signatures in lieu of traditional records to paper signatures, shall be regarded as equivalent to paper records and traditional signatures except where specifically prohibited by law.
- Information Management Program shall be informed of all transfers of custodial rights of records to ensure that information transfer protocols are met. Transfer of custodial rights will be undertaken when there are changes in responsibilities, such as re-organizations and will be completed with due consideration for the protection of sensitive information.
- Corporate information deemed vital to the Region shall be identified and safeguarded to provide for its recovery and use for business resumption surrounding emergency preparedness and disaster recovery.
- Corporate information of enduring value to the Region and to its citizens shall be identified as an Archival record and safeguarded to ensure long-term access.

3.2 Creation, collection, use and disclosure

- The creation, collection, use, and disclosure of personal and/or personal health information shall be in accordance with the provisions of MFIPPA and PHIPA and the Region's Personal Information Privacy Policy, Routine Disclosure and Active Dissemination Policy and Information Security Classification that assesses the sensitivity and importance of Regional records.

- The creation or collection of regional records shall comply with the requirements of our Records Retention By-law and Corporate Classification Scheme.

3.3 Disposition

- Regional records, regardless of format (paper and electronic) shall be assigned a retention period approved by Council through the Records Retention By-law and identified within the Corporate Classification Scheme.
- Regional records, regardless of format and that have no value to the Region (transitory records); will be securely disposed of in a manner that meets statutory and policy obligations in accordance with the Records Retention By-law.
- Regional records will only be disposed upon written authorization of the applicable Department Head, except for Transitory Records. Refer to Official and Transitory Records – A Guide for Region of Durham Employees.
- The retention period assigned to a regional record, regardless if it is an official or transitory record, shall only be extended or suspended by the Information Manager (under the direction of the Regional Clerk), where it is subject to a hold request made under MFIPPA or PHIPA; a formal investigation; legal proceedings/receiving a notice of discovery; other conditions that alter the normal operational, fiscal, administrative or legal value of the regional record.
- Transitory records (including email) will be securely disposed of at the earliest possible time and shall not be retained longer than the official record.
 - Additional/convenience copies of regional records can be securely disposed of when no longer needed, provided the record contains identical information to the official record; or an official record has been identified and the record qualifies as a transitory record.
 - Confidential or sensitive transitory records must be placed in locked shredding consoles and not placed in recycling bins.
- Electronic records, including back-up copies, and associated index information (i.e. metadata) will be disposed of in accordance with the Records Retention By-law.
- Electronic records of a sensitive nature, such as personal information, will be disposed using a software utility that will remove all data from the medium so that the record cannot be reconstructed.

3.4 Compliance and enforcement

The following are examples of non-compliance with this policy:

- Unsanctioned activities that disrupt or prevent access to, or control of corporate information.
- Using or disclosing corporate information in a manner that could result in sanctions against the Region, impact the Region's ability to conduct its business and/or harm the Region financially or by reputation.
- Attempts to circumvent this policy and related practices, controls and standards.
- Failure to comply with applicable laws, contractual obligations, or statutory and regulatory requirements.

- Failure to comply with acceptable use of corporate information as outlined within the Conduct and Behaviour Policy.

Disciplinary action, up to and including termination of employment or service contracts, will be taken for violations of this policy and its related practices.

4. Roles and responsibilities

4.1 Department Heads

- Actively support this policy and ensure adherence within departments.
- Appoint a representative to the Information Governance Steering Committee to perform the roles and functions as identified in this Policy.
- Support information management initiatives by allocating the necessary resources to ensure departmental information management goals and objectives are achieved.
- Authorize the destruction of official records under their Department's custody and control.

4.2 All management

- Ensure staff receives IM training, through onboarding/off boarding process and corporate IM awareness sessions.
- Ensure information management requirements are incorporated at an early stage in the development of new or modified government policies, programs, services, and technology-based systems.
- Information should support service delivery, informed policy and decision making, and business, legal and accountability requirements.
- Optimize information sharing and re-use, in accordance with policy and legal obligations.
- Reduce the response burden on the public by avoiding the unnecessary collection of information.
- Provide users with timely and convenient access to information, in accordance with legal and policy obligations.
- Protect and preserve information ensuring its usability, including the usability of encrypted information, over time and through technological change.
- Safeguard records from improper disclosure, use, disposition or destruction, in accordance with legal and policy obligations.
- Any reorganization of existing records series or creation of new records series shall be done in consultation with the Corporate Services Department, Legislative Services Division - Information Management Program.
- Adhere to departmental retention and disposition plans, the Records Retention By-law, and other legal and policy obligations to ensure the timely disposition of information that is no longer required by the organization.
- Transfer information designated as having historical value to the Regional Archives.
- Foster supportive environments for information management and ensure that employees meet their responsibilities for managing information.
- Ensure secure storage of records under their custody and control.
- Identify, document and report to the Manager, IM on specific risks, vulnerabilities, and other significant management issues and undertaking corrective action if required.

- When necessary, request access to departing staff email/personal network drive from Human Resources.

4.3 Information Management Program

- Ensure governance and accountability structures are in place for the management of information.
- Provide tools and training to staff to facilitate compliance with this policy.
- Ensure that the integrity and authenticity of our regional records are maintained.
- Identify and implement protocols for rights of access to corporate information through routine disclosure and active dissemination.
- Ensure that all reasonable measures are implemented to promote the preservation, security and destruction of records, considering the nature of the record to be protected.
- Ensure annual IM performance measurements and auditing is completed.
- Ensure records deemed to be of archival significance, are transferred to the custody and control of the Regional Archives.
- Assist business units in implementing information management solutions.
- Maintain the Information Management Program including:
 - Records Retention By-law/Corporate Classification Scheme
 - Active/Inactive/Archival records
 - Vital records
 - Information management systems (both manual and automated)
 - Information Management staff
- Review this policy annually to ensure its relevance, continued appropriateness and staff awareness.
- Monitor staff adoption at regular intervals to ensure compliance with this policy.

4.4 Information Technology Division

- Ensure that, in cooperation with the Legislative Services Division, a consistent, effective approach to managing electronic records is in place; information storage protocols are established for our electronic records and shall be appropriately communicated to regional staff; electronic records maintain their authenticity to meet the legal admissibility requirements.
- Ensure that an employee's access rights to the Region's information systems ceases upon leaving a position, termination or retirement, as directed by Human Resources.
- On direction from Human Resources, ensure that access to departing employees' email and personal network drive is transferred to the employee's immediate supervisor for a three-month period upon termination or retirement. In the event of an ongoing or pending labour relations dispute, the employees email account and personal network drive will remain inactive and inaccessible to the immediate supervisor until the resolution of the labour dispute.

4.5 Employees

- Are responsible for the management of information under their control and custody.
- Shall manage all regional records, regardless of medium or format, to ensure its authenticity, accuracy, integrity, clarity, and completeness, according to the Records Retention By-law/Corporate Classification Scheme.
- Are responsible for identifying and managing vital records in consultation with the Corporate Services Department, Legislative Services Division, Information Management Program.
- Ensure that information created, acquired, or maintained meets program, policy, and accountability requirements is relevant, reliable, and complete.
- Limit the collection, use, and disclosure of personal information to the minimum required to conduct a program or service, in accordance with MFIPPA and PHIPA.
- Document decisions and decision-making processes throughout the evolution of policies, programs, and service delivery.
- Ensure that documents that have the potential to either be uploaded to our website, or that are being sent to an outside party that may post the document to their website do not contain an electronic signature. As an alternative, a signature font may be chosen from the fonts available in Word instead.
- Dispose of official records and transitory information no longer required for operational purposes in a timely fashion and in accordance with the Corporate Classification Scheme.
- Ensure that regional records taken offsite are in accordance with regional policies to ensure appropriate security measures are in place relative to the sensitivity of the records.
- Ensure that prior to voluntary termination or retirement, all official records are removed from regional email accounts and personal network drives and stored in an approved records repository.

5. Application

This policy applies to all records within the custody or under the control of the Region. This policy does not apply to records placed in the Regional Archives by or on behalf of a person or organization other than the Region.

This policy applies to all Regional employees, vendors, contractors, consultants, and external individuals authorized to store regional information on Region of Durham issued removable electronic media.

6. References

6.1 Corporate Policy and Procedures Manual including the following policies:

- Access Control Policy #14.14
- Conduct and Behaviour Policy #2.20
- Confidentiality Policy #2.30
- Data Protection Policy #14.20
- Electronic Communications Systems Policy #14.10
- Email Policy #14.13

- Open Data Policy #14.22
- Personal Information Privacy Policy #16.13
- Removable Media Policy #14.12
- Routine Disclosure and Active Dissemination Policy #16.10
- Social Media Policy #2.11

6.2 Information management references

- Access and Privacy User Manual
- Guidelines for Managing Electronic Records
- Information Management User Manual
- Information Security Classification
- Municipal Freedom of Information Search Tips
- Official and Transitory Records – A Guide for Region of Durham Employees
- Records Retention By-law and Corporate Classification Scheme
- Routine Disclosure and Active Dissemination – Guidelines for Staff
- Routine Disclosure and Active Dissemination – Guidelines for Councillors

7. **Inquiries**

For further information regarding this policy contact the Corporate Services Department, Legislative Services Division, Information Management Program.

Appendix 1 – Definition of Terms

Corporate Classification Scheme/Records Retention By-law

The Region's records classification scheme (Schedule A of the Records Retention By-law), presented as a hierarchical structure of classification levels that are based on the business activities that generate records within the organization and the accompanying records retention by-law that establishes retention periods for records regardless of media type.

Information management

Information management (IM) is the collection and management of information from one or more sources and the distribution of that information to one or more audiences. It involves treating information used or produced in performing job duties as a strategic business resource in line with legal and policy requirements. It encompasses the management of organizational processes and systems that acquire, create, organize, distribute, and use information.

Metadata

Data that describes other data and is used to aid in the identification, description, location or use of information.

Record

Any record of information however recorded, whether in paper format, on film, by electronic means or otherwise, and includes:

- Correspondence, a memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, and any other documentary material, regardless of physical form or characteristics, and any copy thereof including transitory records.
- Any machine-readable record under the control of the Region that is capable of being produced by means of computer hardware and software or any other information storage equipment ordinarily used by the Region.

Official copy

A version of a regional record deemed as the master record which is not a convenience, duplicate or working copy.

Official record

The official copy or original record in the Region's custody or control, regardless of form, that supports regional business such as program delivery or policy development, documents the result of a decision, or has future financial, administrative, research, operational, legal or archival value.

Official record holder

Regional department/division with primary responsibility or custodial rights for retaining and managing official records. Official record holders are identified in the Corporate Classification Scheme.

Transitory record

A record in any format that is of short-term value, with no further use beyond an immediate transaction. Transitory records are only required for a limited timeframe to complete a routine action or to prepare a subsequent draft or final version.

Personal information

Personal information means recorded information about an identifiable individual, including:

- Information relating to the race, national or ethnic origin, religion, age, gender (sex), sexual orientation or marital or family status of the individual.
- Information relating to the education or the medical, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved.
- Any identifying number, symbol, etc. assigned to the individual.
- The home address, telephone number and email address of the individual.
- Fingerprints or blood type of the individual.
- The personal opinions or views of the individual except if they relate to another individual.
- The views or opinions of another individual about the individual.
- Correspondence sent to the Region by the individual that is implicitly or explicitly of a private or confidential nature and replies to that correspondence that would reveal the contents of the original correspondence.
- The individual's name if it appears with other personal information relating to the individual or where disclosure of the name would reveal other personal information about the individual.

Note: Personal information does not include information that identifies an individual in a business capacity such as business name, address, telephone number or employee name and title.

Sensitive information

A sub-set of personal information that is given a higher level of protection which includes information or an opinion about an individual's:

- Racial or ethnic origin.
- Political opinions.
- Membership of a political association.
- Religious beliefs or affiliations.
- Philosophical beliefs.
- Membership of a professional or trade association.
- Membership of a trade union.
- Sexual preferences or practices.
- Criminal record.

Records retention schedule

The schedule prescribing retention periods for records identified in the Corporate Classification Scheme as set out in Schedule A of the By-law.

Vital records

Vital records are those regional records that are essential for the ongoing business of the Region, and without which the Region could not continue to function effectively.

- Vital records may be considered vital only in the short term (e.g. active client record) or may retain this status indefinitely.
- Vital records may include official records of agreements, by-laws, staff reports, contracts, leases and licenses, deeds, council minutes, etc.



The Regional Municipality of Durham Report

To: The Finance and Administration Committee
From: Commissioner of Corporate Services
Report: #2020-A-2
Date: January 14, 2020

Subject:

Update Personal Information Privacy Policy and Associated By-law

Recommendation:

That the Finance and Administration Committee recommends to Regional Council:

- A) That the Region's Personal Information Privacy Policy, (Attachment 1), as revised to comply with the requirements of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Personal Health Information Protection Act (PHIPA) be adopted, and;
 - B) That, after consultation with the Health Information Custodian for the Social Services Department, the Director of Legal Services be requested to prepare a by-law to designate the Regional Clerk as the Contact Person for each of the Region's Health Information Custodian functions, except for the Health Department.
-

Report:

1. Purpose

- 1.1 The purpose of this report is to approve and adopt revisions to the Region's Personal Information Privacy Policy to clarify the responsibilities of The Regional Municipality of Durham and to approve a new by-law (Attachment 2). This policy has been approved by the Information Governance Steering Committee made up of Senior Staff from all Departments.

2. Background

- 2.1 *The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* came into force on January 1, 1991. MFIPPA establishes a process by which individuals may request access to general information as well as information of a personal nature directly pertaining to themselves and the correction of that personal

information, while at the same time protecting the privacy of individuals. The general right of access to information is restricted by certain exemptions. The Corporate Services Department, Legislative Services Division is responsible for the administration of the Act.

The Personal Health Information Protection Act (PHIPA) came into force on November 1, 2004. This Provincial legislation establishes rules for the collection, use and disclosure of personal health information, protects the confidentiality of that information and the privacy of individuals with respect to that information, while facilitating the effective provision of health care. It also provides individuals with a right of access/correction to personal health information about themselves, subject to limited and specific exceptions. Most of the Region's practices related to personal information and personal health information are governed by MFIPPA and PHIPA.

The enactment of PHIPA resulted in the development of the Region's existing Personal Information Privacy Policy and the way the Region currently handles the collection, use, disclosure, modification, retention, disposition and protection of personal information and personal health information.

3. Proposed revisions to existing policy

- 3.1 Revisions have been made to the Personal Information Privacy Policy regarding changing the name of the Records and Information Management program to the Information Management program, as well as updating the attached Schedule A of Attachment 1 to reflect staffing changes.

An additional responsibility was added to the role of the Regional Clerk when requests for information are received requesting records of a named Regional employee.

The revised Policy also designated the Regional Clerk as the Contact Person for each of the Region's Health Information Custodian functions except the Health Department, but a formal delegation of authority was not completed.

4. Conclusion

- 4.1 That the Finance and Administration Committee recommend to Regional Council that revised Region's Personal Information Privacy Policy be adopted, and the Director of Legal Services be requested to prepare a by-law to designate the Regional Clerk as the Contact Person for each of the Region's Health Information Custodian functions, except for the Health Department.

5. Attachments

Attachment #1: Personal Information Privacy Policy #16.13

Attachment #2: Draft By-law Number XX-2020

Respectfully submitted,

Original signed by

Don Beaton, BCom, M.P.A.
Commissioner of Corporate Services

Recommended for Presentation to Committee

Original signed by

Elaine C. Baxter-Trahair
Chief Administrative Officer



Title: Personal Information Privacy Policy		
Policy #: 16.13	Issued: December 15, 2004	Page #: 1 of 13
Revised: January 14, 2020		
Approved by: Commissioner of Corporate Services		
Responsibility: Corporate Services Department	Section: Information Management	

1. Policy

The purpose of this policy is to inform Regional employees, and members of the public of their rights and obligations associated with privacy legislation as it applies to The Regional Municipality of Durham (the Region). It describes the when, how and the purposes for which the Region routinely collects, uses, modifies, discloses, retains or disposes of personal information and personal health information and the administrative, technical and physical safeguards and practices that the Region maintains with respect to this information. This policy is intended to constitute the general information practices of the Region and its Health Information Custodians, subject to more specific policies and procedures which may be developed at the departmental or Health Information Custodian level.

The Region’s practices related to personal information have been mainly governed by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) since that Act came into force on January 1, 1991. In recent years, information technology advances along with other legislative enactments have altered the requirements governing how the Region collects and uses personal information. These legislative changes include the enactment of *the Personal Health Information Protection Act* (PHIPA), which came into force on November 1, 2004, in relation to the Region’s personal health information functions.

While MFIPPA and PHIPA apply in different contexts to the personal information handled by the Region, they each share a common list of ten (10) principles set out in the Canadian Standards Association’s Model Code for the Protection of Personal Information:

1. Accountability
2. Identifying Purposes

3. Consent
4. Limiting Collection
5. Limiting Use, Disclosure and Retention
6. Accuracy
7. Safeguards
8. Openness
9. Access
10. Challenging Compliance

This policy constitutes an endorsement of the principles listed above and describes the way the Region will apply these principles to its operations.

2. Purposes

- To protect the privacy of personal information collected and used by the Region by establishing clear rules for the management and safekeeping of personal information.
- To inform staff of these rules and their responsibilities.
- To inform the public how personal information is protected by the Region and how the public may submit complaints regarding the Region's management of personal information.

3. Definitions

This policy and any specific terms used herein shall be interpreted to ensure consistency with all applicable information privacy legislation, including MFIPPA and PHIPA. This policy cannot fully describe how the legislation is to be applied in every instance by the Region. As such, the legislation itself should be referred to and/or specialized advice regarding privacy should be obtained.

For the purposes of this policy statement:

Agent in relation to a Health Information Custodian (HIC), means a person that, with the authorization of the HIC, acts for or on behalf of the HIC in respect of personal health information for the purposes of the HIC, and not the Agent's own purposes, whether or not the Agent has the authority to bind the HIC, whether or not the Agent is employed by the HIC and whether or not the Agent is being remunerated [PHIPA s. 2]. The term **Agent, although not defined in MFIPPA**, shall also have a corresponding meaning in relation to persons acting on behalf of the Region in respect of personal information for the Region's purposes.

Applicable privacy legislation means MFIPPA and PHIPA.

Head means the individual or body determined to be the Head of the Region, which is currently designated to be the Regional Chair under MFIPPA.

Health Information Custodian (HIC) means a person or organization who has custody or control of personal health information as a result of or in connection with performing the person's or organization's powers or duties or the work and includes those described in the following paragraphs.

- A health care practitioner or a person who operates a group practice of health care practitioners.
- A service provider within the meaning of the *Home Care and Community Services Act*, 1994 who provides a community service to which that Act applies.
- A long-term care home within the meaning of the *Long-Term Care Homes Act*, 2007.
- An ambulance service within the meaning of the *Ambulance Act*.
- A centre, program or service for community health or mental health whose primary purpose is the provision of health care.
- A medical officer of health of a board of health within the meaning of the *Health Protection and Promotion Act*.

As the Region is an organization that operates the facilities, programs or services set out in the attached Schedule B (HIC functions), the meaning of a HIC will be interpreted as the Region except for public health programs and services which fall under the direction of the Medical Officer of Health of the Board of Health within the meaning of the *Health Protection and Promotion Act*.

Departmental Contacts are staff designated by a Department Head to represent a department of the Region that collects personal information. Departmental Contacts are also considered Agents for this purpose. Schedule A contains a listing of Departmental Contacts.

Department Head means the official with ultimate managerial authority over a department of the Region and includes Commissioners and the Chief Administrative Officer.

Personal health information means identifying information about an individual in oral or recorded form, if the information:

- Relates to the physical or mental health of the individual, including information that consists of the health history of the individual's family.
- Relates to the providing of health care to the individual, including the identification of a person as a provider of health care to the individual.
- Is a plan of service within the meaning of the *Home Care and Community Services Act*, 1994 for the individual.
- Relates to payments or eligibility for health care, or eligibility for coverage for health care, in respect of the individual.
- Relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any such body part or bodily substance.

- Is the individual's health number.
- Identifies an individual's substitute decision-maker [PHIPA s. 4(1)].

Personal information means recorded information about an identifiable individual including:

- Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual.
- Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved.
- Any identifying number, symbol or other particular assigned to the individual.
- The address, telephone number, fingerprints or blood type of the individual.
- The personal opinions or views of the individual except if they relate to another individual.
- Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature and replies to that correspondence that would reveal the contents of the original correspondence.
- The views or opinions of another individual about the individual.
- The individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual [MFIPPA s.1].

Personal information also includes personal health information for the purposes of this policy, unless otherwise specified.

Note: Personal information does not include information that identifies an individual in a business capacity such as business name, address, telephone number or employee name and title.

Region means the Region being a municipal corporation and as defined as an institution for the purposes of MFIPPA, and includes Durham Region Transit, Durham Regional Local Housing Corporation and Durham Region Non-Profit Housing Corporation [MFIPPA s. 2(3)].

See Health information custodian (HIC) for interpretation of Region under PHIPA.

4. Roles and Responsibilities

4.1 Principle 1 - Accountability

(a) Personal information generally

The **Region** is required to designate individuals to be accountable for compliance with the privacy obligations of all applicable privacy legislation (see: By-law to designate a Head of the Region for the purposes of MFIPPA, and to designate individuals for the purposes of PHIPA and those designations set out in this Policy).

The **Regional Chair** is the designated head of the Region under MFIPPA (See: By-law to designate a Head for the purposes of MFIPPA and PHIPA). As head, the Regional Chair is accountable for ensuring the Region's overall compliance with all applicable privacy legislation, subject to those further designations set out herein.

The **Regional Clerk/Director of Legislative Services** is designated as the Region's MFIPPA Coordinator and has been delegated the day to day functions of the Head with responsibility for the administration of MFIPPA. The Regional Clerk/Director of Legislative Services is responsible for:

- Facilitating the Head's compliance with this policy.
- Informing all employees, custodians and agents of their duties under all applicable privacy legislation and this policy.
- Submitting an annual report of the Region to the Information and Privacy Commissioner on statistical information pertaining to MFIPPA (and any other information that indicates the Region's efforts to comply with the Act).
- Receiving and responding to all requests for access to information or correction of a record under MFIPPA.
- Responding to inquiries about the Region's information practices.
- Receiving and responding to complaints about any alleged contravention of MFIPPA.
- Disclosing records to the public or persons affected that involve grave environmental, health or safety hazard and for disclosures where it is believed on reasonable grounds that the disclosure is necessary for eliminating or reducing a significant risk of serious bodily harm to a person or group of persons.
- Engaging the assistance of staff from Information Technology, Human Resources and/or Legal Services to conduct searches when requests for information are received regarding records of named Regional employees.

All Department Heads are responsible for ensuring that a proper notice of collection of personal information is provided in relation to any collection of personal information carried out by their operational department, and to ensure that any such records are accurately protected and maintained. All Department Heads may also disclose records containing personal information on an informal basis, to the person to whom the information relates, subject to exceptions in the application privacy legislation.

The above accountabilities also apply to Durham Region Transit, Durham Regional Local Housing Corporation and Durham Region Non-Profit Housing Corporation, which are deemed to be part of the Region for MFIPPA purposes.

All Regional employees shall comply with this policy and all applicable privacy legislation as it relates to their employment responsibilities.

All Agents of the Region shall be required to comply with this policy and all applicable privacy legislation as it relates to their agency relationship with the Region (including its functional HICs). This policy may be incorporated by reference into any related agreements between the Region and its Agents.

(b) Personal health information (specifically subject to PHIPA)

The operations of the Region and the Medical Officer of Health set out in Schedule A constitute health information custodians (HICs) for the purposes of compliance with PHIPA.

The Regional Clerk/Director of Legislative Services is further designated as the contact person for each of the Region's HIC functions except for the Health Department, as defined elsewhere in the policy for:

- Facilitating the HIC's compliance under PHIPA as it relates to personal health information.
- Informing all employees and Agents of their duties under PHIPA.
- All requests for access to information or correction of a record under PHIPA.
- Responding to inquiries about the Region's information practices related to PHIPA.
- Receiving and responding to complaints about any alleged contravention of PHIPA.
- Disclosure of records to the public or persons affected that involve grave environmental, health or safety hazard and for disclosures where it is believed on reasonable grounds that the disclosure is necessary for eliminating or reducing a significant risk of serious bodily harm to a person or group of persons [PHIPA s.40(1)].

The Department Head (apart from the **Medical Officer of Health** as described herein) that is accountable for the management of a HIC function as set out in Schedule A is responsible for ensuring that a proper notice of collection of personal health information is provided in relation to the collection of personal health information carried out by the HIC function, and to ensure that any such records are accurately maintained. The Department Head may also authorize the disclosure of personal health information on an informal basis, to the individual to whom the information relates. The Departmental Head may also approve more specific operational policies and procedures which govern the HIC function under their management.

The Medical Officer of Health is required to designate individuals to be accountable for compliance with the privacy obligations related to the public health programs and services which fall under the direction of the Medical Officer

of Health of the Board of Health within the meaning of the *Health Protection and Promotion Act*. As a result, the Medical Officer of Health may approve a more specific privacy policy which shall take precedence over this policy in relation to public health matters (See: Durham Region Health Department Privacy Policy, as may be amended).

5. Procedures

In addition to the principle of Accountability that defines the roles and responsibilities for Regional staff, the nine remaining principles for the protection of personal information set out the practices the Region and staff will follow to ensure personal information is protected.

5.1 Principle 2 - Identifying Purposes

The Region will identify the specific purposes for which personal information is collected and used, and make those purposes known to persons whose personal information is collected. It is reasonable to believe that an individual knows the purposes of the collection, use or disclosure of personal information where the Region either posts or provides the individual with such notice.

A list of specific purposes for which the Region collects personal information and personal health information is included in Schedule B to this policy.

5.2 Principle 3 - Consent

The Region collects personal information with the knowledge and consent of the individuals to whom the information relates. The Region may only collect personal information in instances where the collection in the absence of consent is authorized by law, and where it would otherwise be inappropriate in the circumstances to obtain consent.

The Region will endeavour to obtain express written consent where reasonable given the nature of the personal information to be collected, used or disclosed. However, consent may be expressed or implied where it is reasonable to believe that an individual knows the purposes for which the information is collected, used or disclosed.

When personal information that has been collected is to be used for a purpose not previously identified, the new purpose will be identified. Unless the new purpose is permitted or required by law, consent is required before the information can be used for that purpose.

5.3 Principle 4 - Limiting Collection

The Region will limit the collection of personal information to only that information that is necessary for the purposes identified. Information will be obtained through fair and lawful means. The Region will only collect personal information in a

manner that does not mislead or deceive the public about the purpose for the collection.

5.4 Principle 5 - Limiting Use, Disclosure and Retention

Personal Information shall only be used or disclosed by the Region in a manner consistent with the purposes for which it was collected or as otherwise permitted by law. The Region will only retain personal information for as long as necessary to fulfill the purposes for which the information was collected, except with the consent of the individual to whom the information relates or as permitted or required by law. The Region maintains an Information Management (IM) Manual that provides for the management of information within the Region and a Corporate Classification Scheme/Records Retention By-law that sets a schedule for the life of records from its creation to its final disposition. Personal information that has been used to make a decision about an individual will be retained long enough to allow the individual access to the information after the decision is made. Personal information that is no longer required to fulfill the identified purposes will be destroyed, erased, or made anonymous.

5.5 Principle 6 - Accuracy

To the extent reasonably possible, personal information used by the Region will be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used. This will minimize the possibility that incorrect information will be used to make a decision about any individual.

The Region will not routinely update personal information unless this is necessary to fulfill the purposes for which the information was collected. Individuals generally have the right to access their own personal information and to request and obtain corrections to any inaccuracies found in those records where warranted. Where an individual is unsuccessful at having a record of their personal information corrected, they may prepare a statement to attach to the record, outlining their objection to its accuracy.

Where personal information is disclosed by the Region for authorized purposes, any limitation on the accuracy of the information will also be disclosed.

5.6 Principle 7 - Safeguards

The Region has implemented safeguards that are reasonably appropriate to the sensitivity and amount of personal information that is held by the organization. These safeguards will protect the information against loss or theft as well as unauthorized access, disclosure, copying, use or modification.

The methods of protection include:

Physical measures

- File cabinets are secured when not in active use, and access is restricted to offices where personal information is held.
- Records containing personal information about an individual may only be kept in a place other than with the department requesting the information if the record is kept in a secure manner and with the consent of the individual.
- When printing or receiving faxes, documents should be retrieved immediately. Some office printers allow employees to print papers once they approach the printer and key in their personal code.
- Sensitive and confidential personal information should not be visible to the public.

Organizational measures

- Access is restricted to staff requiring the information in the performance of their duties, to improve customer service and to develop new programs and services.

Technological measures

- Access to computer networks is secured by strong passwords based on length, complexity and unpredictability.
- Access to drives/specific information is determined by management staff and is limited to those individuals who have a business need to view that information.
- Information Technology staff perform privacy, security and data integrity audits at regular intervals.
- All electronic exchanges of personal information outside the computer network shall be strongly encrypted. (E.g. USB keys).
- The use of technology including portable computers and removable media by the Region and its Agents is subject to specific policies and procedures under the responsibility of Corporate Services - Information Technology.

The Region stresses to its Agents and employees the importance of maintaining the confidentiality of personal information. The Region's Code of Conduct for Employees states "employees shall not disclose any confidential information relating to the affairs of the Region" shall be deemed to include personal and personal health information. The Region provides training to employees on privacy legislation and protection of confidential information.

Utmost care will be used in the disposal and destruction of personal information, to prevent unauthorized individuals from gaining access to personal information. However, should any breach of security occur, the Region shall promptly advise

the individual to whom the information relates as to the breach, and will take any other reasonable action to investigate and minimize the impact of the breach on individuals.

5.7 Principle 8 - Openness about Personal Information Policies

This policy or a summary of its contents shall be made readily available to the public, including those individuals whose personal information is held by the Region through the Region's website and brochures.

Members of the public shall be advised that any questions relating to this policy may be addressed to the:

Regional Clerk/Director of Legislative Services
Corporate Services Department, Legislative Services Division
The Regional Municipality of Durham
605 Rossland Road East
P.O. Box 623
Whitby, Ontario L1N 6A3
<http://www.durham.ca>
Tel: 905-668-7711
Toll Free: 1-800-372-1102

5.8 Principle 9 - Access to Personal Information

An individual has a right of access to his or her own personal information with certain exceptions specified in the applicable privacy legislation. In the request for information, the individual may be required to provide enough detail to enable a knowledgeable employee to identify and locate the record with reasonable efforts.

Access may be obtained on an informal basis, directly from the department, division or program that holds the Personal Information (where known by the individual making the request) when the request is straight forward, and access may be granted as soon as is reasonably possible. For example, if a document was completed and provided to the department by the person who is now requesting a copy of the document, the department would return the document to the requester in the condition it was submitted to them. However, if there is any question as to who completed and submitted the document to the department, the requester would need to submit a formal request for access to ensure no other individual's personal information or any third-party information was included in the document prior to the document being provided.

Alternatively, a formal request for access may be made (or may be required to be made) to the Regional Clerk/Director of Legislative Services at the above address. Formal requests shall be made in writing, accompanied by a \$5 application fee in the form of a cheque or money order, payable to the Region of Durham.

Fees can be charged for photocopies and computer costs as specified under MFIPPA, but fees cannot be charged for search or preparation time for personal information (fees may also be charged for searching for and preparing non-personal general information). Before giving access to a record, the person requesting access shall be given a reasonable estimate of the amount they will be required to pay that is over \$25. If the fee estimate is over \$100, the Region may request a deposit equal to 50 per cent of the estimated fee before processing the request. The requester may ask the IPC to review the amount of the fee or the Regional Clerk/Director of Legislative Service's decision not to waive the fee for reasons specified under the applicable privacy legislation. The Region will follow the fee schedule specified under MFIPPA for PHIPA unless another fee schedule is set for PHIPA.

Access will be granted as soon as is reasonably possible, or within thirty (30) calendar days unless an extension is required. If an extension is required it is a one-time extension, must be for the reasons specified under the applicable privacy legislation and the requester must be notified in writing. If access to information is denied or records are severed, the reasons for denying or restricting access will be provided to the requester and may include that the information:

- Contains references to other individuals that have not consented to the release of their personal information.
- Is prohibitively costly to provide.
- Is subject to an exemption.
- May be otherwise withheld as permitted or required by law.

5.9 Principle 10 - Challenging Compliance

Individuals who have questions or concerns about the privacy practices of any Regional Department may first address their concerns informally with a Departmental Contact.

Step 1

If an individual feels that privacy rights have been contravened or that the Region has not complied with this policy, the complaint must be made in writing to the Regional Clerk/Director of Legislative Services. The Regional Clerk/Director of Legislative Services shall review the complaint and respond in writing within thirty (30) calendar days by either:

- Confirming the complaint, and outlining the actions taken or to be taken to address the concerns outlined in the complaint.
- Denying the complaint and setting out the reasons for denying the complaint.

Step 2

If an individual is not satisfied with the action(s) taken in Step 1, a complaint or an appeal can be made in writing to the:

Information and Privacy Commissioner/Ontario (IPC)
2 Bloor Street East, Suite 1400
Toronto, Ontario, M4W 1A8
1-800-387-0073
[Information and Privacy Commissioner](http://www.ipc.on.ca) www.ipc.on.ca

If a complaint is found to be justified, the Regional Clerk/Director of Legislative Services will take appropriate measures, including amending this policy and any related practices. In the case of an appeal, an Order is issued by the IPC and the Region must comply with the Order.

6. Application

This policy applies to all Regional employees and member of the public.

7. References

1. *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA).
2. *Personal Health Information Protection Act* (PHIPA).
3. Code of Conduct – Employees.
4. By-law to designate a Head of the Region for the purposes of MFIPPA.
5. Records Retention By-law to provide for periods of retention for and destruction of records and a Corporate Classification Scheme (CCS) (Schedule A of the Records Retention By-law).
6. Durham Region Health Department Privacy Policy.
7. Corporate Services - Information Technology Policies and Procedures related to personal information.
8. Information Management Policy #16.12

December 15, 2004
Revision 1 – May 24, 2007
Revision 2 – June 27, 2012
Revision 3 – January 14, 2020

8. Inquiries

For additional information regarding this policy please contact the Regional Clerk/Director of Legislative Services.

Attachments:

Schedule A - Department Heads and Contacts MFIPPA and/or PHIPA

Schedule B - Durham Region Health Information Custodians (HICS)

Schedule C - List of purposes for which the Regional Municipality of Durham collects personal information.

SCHEDULE A

Department Heads and Contacts MFIPPA and/or PHIPA

- 1. Office of the Chair Chief Administrative Officer**
 - Department Head: Chief Administrative Officer
 - Departmental Contact: Executive Assistant
 - Departmental Contact, Durham Region Transit: General Manager, Durham Region Transit
- 2. Corporate Services Department**
 - Department Head: Commissioner of Corporate Services
 - Departmental Contact, Human Resources Division: Director of Human Resources
 - Departmental Contact, Information Technology Division: Chief Information Officer/Director
 - Departmental Contact, Legislative Services Division: Manager, Information Management
 - Departmental Contact, Legal Services Division: Director of Legal Services
- 3. Durham Emergency Management Office**
 - Department Head/Departmental Contact: Director of Durham Emergency Management
- 4. Finance Department**
 - Department Head: Commissioner of Finance
 - Departmental Contact: Supervisor, Risk and Loss
- 5. Health Department**
 - Department Head: Commissioner and Medical Officer of Health
 - Departmental Contact: Manager, Health Information Privacy and Security
- 6. Planning and Economic Development Department**
 - Department Head: Commissioner of Planning and Economic Development
 - Departmental Contact, Planning: Manager, Administrative Services
 - Departmental Contact, Economic Development and Tourism: Director, Economic Development and Tourism
- 7. Social Services Department**
 - Department Head: Commissioner of Social Services
 - Departmental Contact: Director, Business Affairs and Financial Management
- 8. Works Department**
 - Department Head: Commissioner of Works
 - Departmental Contact: Director, Business Services

SCHEDULE B

Durham Region Health Information Custodians (HICS)

Statutory Definition	Durham Region Functional Operation	HIC	Department Head Responsible
PHIPA section 3(1) paragraph 6: <i>A medical officer of health of a board of health within the meaning of the Health Protection and Promotion Act</i>	Medical Officer of Health including all public health programs and services under the HPPA carried on by the Health Department including but not limited to: <ul style="list-style-type: none"> • Environmental Health Division • Oral Health Division • Sexual Health Clinics • Public Health Nursing and Nutrition Programs • Infant Development Program 	Medical Officer of Health	Commissioner and Medical Officer of Health
PHIPA section 3(1) paragraph 4(v): <i>An ambulance service within the meaning of the Ambulance Act</i>	Region of Durham Paramedic Services within the Health Department	Medical Officer of Health	Commissioner and Medical Officer of Health
PHIPA section 3(1) paragraph 4(ii): <i>A long-term care home within the meaning of the Long-Term Care Homes Act, 2007</i>	Long Term Care Division of Social Services including the following Homes: <ul style="list-style-type: none"> • Fairview Lodge • Hillsdale Estates • Hillsdale Terraces • Lakeview Manor 	The Regional Municipality of Durham	Commissioner of Social Services
PHIPA section 3(1) paragraph 4(vii): <i>A centre, program or service for community health or mental health whose primary purpose is the provision of health care.</i>	Long Term Care Division of Social Services Adult Day Programs	The Regional Municipality of Durham	Commissioner of Social Services

SCHEDULE C

List of purposes for which the Regional Municipality of Durham Collects Personal Information

The Regional Municipality of Durham

The Regional Municipality of Durham collects personal information for general municipal purposes to exercise its jurisdiction as an upper tier municipality under the *Municipal Act*, as amended. Such general municipal purposes include:

1. Providing the services and other programs that The Region considers are necessary or desirable for the Region.
2. Managing and preserving the public assets of the municipality.
3. Fostering the current and future economic, social and environmental well-being of the Region.
4. Delivering and participating in provincial programs and initiatives.

Health Department

The Health Department collects personal information and personal health information to:

1. Promote, improve and protect health and to prevent disease.
2. Plan, deliver and evaluate public health programs including Emergency Medical Services and infant and child development services.
3. Investigate and manage potential health risks to others or the population at large.

Social Services Department

The Social Services Department collects personal information and personal health information to:

1. Deliver affordable and quality child care services and programs.
2. Provide special needs and behavioural management resources to clients and their family.
3. Provide counselling, consultation and referral services to employees and outside clients and their families through Family Services and the Employee Assistance Program.
4. Provide financial assistance, basic health benefits and support to low income families.
5. Provide strategies, workshops and placement opportunities through Ontario Works.
6. Provide social housing programs including:
 - i. affordable housing for clients
 - ii. delivery of hostel services and programs to address homelessness
7. Provide long term care and specialized services and programs to seniors and physically frail and/or cognitively impaired adults including:
 - i. assistance with activities of daily living and personal care
 - ii. adult day program
 - iii. nursing care
 - iv. dietary care
 - v. occupational therapy

By-law Number **-2020
of The Regional Municipality of Durham

Being a by-law to designate the Regional Clerk as the Contact Person for each of the Health Information Custodian functions for The Regional Municipality of Durham, except for the Health Department, for the purposes of the *Personal Health Information Protection Act*.

Whereas a Health Information Custodian means a person or organization who has custody or control of personal health information as a result of or in connection with performing the person's or organization's powers, duties or work.

And whereas under section 15 of the *Personal Health Information Protection Act*, a Health Information Custodian that is a natural person may designate a Contact Person.

And Whereas the Council of the Regional Municipality of Durham deems it necessary and expedient to designate individuals for the purposes of this Act.

Now therefore, the Council of The Regional Municipality of Durham hereby enacts as follows:

1. The Regional Clerk be designated as the Contact Person for The Regional Municipality of Durham to perform the Health Information Custodian functions, except for the Health Department, as authorized in the *Personal Health Information Protection Act*.

This By-law Read and Passed on the 29th day of January 2020.

J. Henry, Regional Chair and CEO

R. Walton, Regional Clerk



The Regional Municipality of Durham Report

To: Finance and Administration Committee
From: Commissioner of Corporate Services
Report: #2020-A-3
Date: January 14, 2020

Subject:

Approval and execution of Contraventions Transfer Payment Agreement with Attorney General of Ontario

Recommendation:

That the Finance and Administration Committee recommends to Regional Council:

That Regional Council approve and authorize the execution of the Contraventions Transfer Payment Agreement with the Attorney General of Ontario. Further, that Regional Council authorize the Commissioner of Corporate Services to give such instructions and to take any and all such actions as are required to carry out the execution of the Contraventions Transfer Payment Agreement.

Report:

1. Background

- 1.1 The administration and enforcement of prosecutions under the federal Contraventions Act (the "Act") is transferred to the province of Ontario pursuant to the Contraventions Act Administration and Enforcement Agreement.
- 1.2 Under the Contraventions Act Administration and Enforcement Agreement the federal government provides funding to Ontario to, among other things, ensure that prosecutions under the Act are available to be heard in both official languages.
- 1.3 Pursuant to a memorandum of understanding and a local side agreement, Ontario has transferred prosecutions under the Act and certain administration and court support functions to the Region of Durham.
- 1.4 Ontario has requested, and the Region has agreed, that prosecutions under the Act will be available to be heard in both official languages if Ontario provides funding to do so.

- 1.5 In order to implement this funding arrangement, the Ontario Attorney General and the Region entered into a Contraventions Transfer Payment Agreement (the "Agreement") with an effective date of April 1, 2015. The Agreement's end date was March 31, 2018.
- 1.6 The Attorney General wishes to enter into the same funding arrangement with the Region, to be effective April 1, 2018 and ending December 31, 2024. As such, the Agreement has been updated with the only changes being the dates, as well as the dollar figures in the budget attached as a schedule. The budget dollar amounts were determined and supplied by the Region.

2. Conclusion

- 2.1 It is therefore recommended that Regional Council approve and authorize the execution of the Agreement with the Attorney General of Ontario.
- 2.2 It is further recommended that Regional Council authorize the Commissioner of Corporate Services to give such instructions and to take any and all such actions as are required to execute the Agreement.

3. Attachments

Attachment #1: Schedule "B" Budget (as provided by MAG)

Attachment #2: Draft of new Contraventions Transfer Payment Agreement, showing editing mark-up (as provided by MAG)

Respectfully submitted,

Original signed by

Don Beaton, BCom, M.P.A.
Commissioner of Corporate Services

Recommended for Presentation to Committee

Original signed by

Elaine C. Baxter-Trahair
Chief Administrative Officer

SCHEDULE "B"

BUDGET

Expense Category	List of Expenditures	Funding Year 1 (April 1, 2018 - March 31, 2019) (\$) Actuals	Funding Year 2 (April 1, 2019 - March 31, 2020) (\$)	Funding Year 3 (April 1, 2020 - March 31, 2021) (\$)	Funding Year 4 (April 1, 2021 - March 31, 2022) (\$)	Funding Year 5 (April 1, 2022 - March 31, 2023) (\$)
Salaries and Benefits	Bilingual Court staff					
	Bilingual Receptionist					
	Bilingual Counter Staff *including 50% Prosecution Assistant effective 2019/20	98,793.50	147,059	149,265	151,504	154,458
	Bilingual Prosecutors					
	Bilingual Court Monitor	98,507.84	100,565	102,073	103,605	105,625
	Bilingual Early Resolution/First Attendance Prosecutors					
	Bilingual Signage (indoor and outdoor)					
Other Direct Operating Costs	Bilingual Letter Head and Envelopes					
	Office materials (excludes IT hardware and software)					
	Printing and Distribution of bilingual court documents to Enforcement agencies					

Expense Category	List of Expenditures	Funding Year 1 (April 1, 2018 - March 31, 2019) (\$ Actuals)	Funding Year 2 (April 1, 2019 - March 31, 2020) (\$)	Funding Year 3 (April 1, 2020 - March 31, 2021) (\$)	Funding Year 4 (April 1, 2021 - March 31, 2022) (\$)	Funding Year 5 (April 1, 2022 - March 31, 2023) (\$)
	Business cards translated to French					
	Supervisory (salaries/benefits) charge backs for French bilingual court staff, bilingual court monitors, bilingual counter staff and bilingual receptionist	17,777.53	19,221	19,855	20,160	20,553
	Translation French Services (incoming and outgoing court related documents and correspondence)					113
	French interpretation services					
	Bilingual French in-house forms and notices			50		50
	French Language Training and related expenses such as includes professional fees, travel accommodation meetings teleconference rental of technical equipment and rental of computer lab, material production, tools and resources incurred in relation to work undertaken to ensure that courts know and fulfil their duties regarding the provision of judicial and extra judicial services to citizens receiving contraventions in both official languages				100	400
	Purchased IT hardware	0	1,000	1,208	1,500	1,213

Expense Category	List of Expenditures	Funding Year 1 (April 1, 2018 - March 31, 2019) (\$) Actuals	Funding Year 2 (April 1, 2019 - March 31, 2020) (\$)	Funding Year 3 (April 1, 2020 - March 31, 2021) (\$)	Funding Year 4 (April 1, 2021 - March 31, 2022) (\$)	Funding Year 5 (April 1, 2022 - March 31, 2023) (\$)
	Direct Support Claim preparation and review	960	975	990	1,010	1,025
	Telephone services (dedicated lines, menu options, voice mail message services in French)	810	910	950	1,000	1,020
	Total	\$216,849	\$269,730	\$274,391	\$278,879	\$284,457

CONTRAVENTIONS TRANSFER PAYMENT AGREEMENT

THIS TRANSFER PAYMENT AGREEMENT (“Agreement”) is effective as of the 1st day of April, ~~2015~~2018.

B E T W E E N-

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE ATTORNEY GENERAL**

(the “Province”)

- and -

**~~REGIONAL MUNICIPALITY OF DURHAM~~
REGIONAL MUNICIPALITY OF DURHAM**

(the “Recipient”)

WHEREAS, pursuant to the Contraventions Act Administration and Enforcement Agreement between the Province and Her Majesty the Queen in right of Canada, as represented by the Minister of Justice and Attorney General of Canada (“Canada”) with an effective date of April 1, ~~2014~~2018 (the “Contraventions Agreement”), Canada transferred the administration and enforcement of the *Contraventions Act* (Canada) to the Province;

AND WHEREAS, in accordance with the Contraventions Agreement, Canada provides funding to the Province to implement, among other items, measures to ensure the use of both official languages pursuant to the *Official Languages Act* (Canada) and the *Criminal Code* (Canada) in proceedings instituted under the *Contraventions Act* (Canada);

AND WHEREAS, pursuant to a memorandum of understanding, dated ~~December 4, 2000~~ December 4, 2000 and a local side agreement, dated ~~December 4, 2000~~ December 4, 2000, the Province has transferred certain administration and court support functions as well as the prosecution of Contraventions, as defined below, commenced under Part I of the *Provincial Offences Act* (Ontario) to the Recipient;

AND WHEREAS, in performing such prosecutions, court administration, and court support functions, the Province has requested and the Recipient has agreed to implement measures to ensure the use of both official languages pursuant to the *Official Languages Act* (Canada) and the *Criminal Code* (Canada) in proceedings instituted under the *Contraventions Act* (Canada); provided that, the Province provides funding to the Recipient for the implementation of such measures;

Contraventions Transfer Payment Agreement ~~2015-2018~~—~~Regional Municipality of Durham~~—~~Oshawa-2023~~—
Regional Municipality of Durham

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NOW THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties, the Province and the Recipient covenant and agree as follows:

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation of this Agreement:

- (a) each definition in this Agreement using a singular capitalized term or other word or phrase also shall apply to the plural form and such term, word or phrase and vice versa, and all references to the masculine gender shall include reference to the feminine or neuter gender, and vice versa, in each case as the context may permit or require;
- (b) each use in this Agreement of neuter pronoun shall be deemed to include the masculine and feminine variations thereof, and vice versa and a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case and the context may permit or require;
- (c) the Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement;
- (d) any reference to currency is to Canadian currency and any amount disbursed, paid, or calculated is to be disbursed, paid, or calculated in Canadian currency;
- (e) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive; and
- (f) any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

1.2 Definitions. The following terms shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:

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- (a) **“Agreement”** means this agreement, including all of the Schedules and Annexes, attached hereto, and all amendments made hereto in accordance with the provisions hereof as the same may be amended, restated, and/or supplemented from time to time;
- (b) **“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) **“Budget”** means the budget attached hereto as Schedule “B²²”, attached hereto;
- (d) **“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;
- (e) **“Contravention”** means an offence that is created by a federal enactment and is designated as a contravention pursuant to the *Contraventions Act* (Canada) by regulation of the Governor in Council other than an offence related to the unlawful standing, stopping or parking of a motor vehicle on a property;
- (f) **“Effective Date”** means the date first written above;
- (g) **“Event of Default”** has the meaning ascribed to it in Section 14.1, hereof;
- (h) **“Force Majeure”** has the meaning ascribed to it in Article 28, hereof;
- (i) **“Forms”** means the forms prescribed under O. Reg. 108/11 of the *Provincial Offences Act* (Ontario), and includes the Tickets;
- (j) **“Funding Year”** means the period commencing on April 1st of one year and ending on the following March 31st;
- (k) **“Funds”** means the money that the Province provides to the Recipient pursuant to this Agreement;
- (l) **“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees;

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- (m) **“Maximum Funds”** means ~~six hundred ninety two thousand, eight hundred One~~ Million, Three Hundred Seventy-Two Thousand, Six Hundred Seventeen Dollars (\$1,372,617);
- (n) **“Notice”** means any communication given or required to be given pursuant to this Agreement;
- (o) **“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time;
- (p) **“Parties”** means the Province and the Recipient;
- (q) **“Party”** means either the Province or the Recipient;
- (r) **“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (s) **“Reports”** means the reports described in Schedule “D”, attached hereto;
- (t) **“Services”** means the undertaking described in Schedule “A” attached hereto;
- (u) **“Term”** has the meaning ascribed to it in Section 3.1 hereof; and
- (v) **“Tickets”** means Certificates of Offence filed and Offence Notices issued under Part I of the *Provincial Offences Act* (Ontario).

**ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 — General. The Recipient represents, warrants, and covenants that:

- (a) it is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

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- (b) it has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to carry out the Services; Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 1.59 cm + 2 cm
- (c) it is not, and shall continue not to be for the term of this Agreement, designated under the *French Language Services Act* (Ontario); and Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 1.59 cm + 2 cm
- (d) unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of this Agreement. Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 1.59 cm + 2 cm
- 2.2 Execution of Agreement.** The Recipient represents and warrants that: Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm, Space Before: 6 pt, After: 6 pt, Tab stops: Not at 1 cm
- (a) it has the full power and authority to enter into this Agreement; and Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, Left + Not at 1.27 cm + 2 cm
- (b) it has taken all necessary actions to authorize the execution of this Agreement. Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, Left + Not at 1.27 cm + 2 cm
- 2.3 Governance.** The Recipient represents, warrants and covenants that it has, — and shall maintain, in writing for the period during which this Agreement is in effect: Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm, Space Before: 6 pt, After: 6 pt, Tab stops: Not at 1 cm
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization; Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 2 cm
- (b) procedures to ensure the ongoing effective functioning of the Recipient; Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 2 cm
- (c) decision-making mechanisms; Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 2 cm
- (d) procedures to provide for the prudent and effective management of the Funds; Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 2 cm
- (e) procedures to enable the successful completion of the Services; Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 2 cm
- (f) procedures to enable the timely identification of risks to the completion of the Services and strategies to address the identified risks; Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 2 cm

(g) procedures to enable the preparation and delivery of the Reports required pursuant to Article 7; and

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(h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

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2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

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**ARTICLE 3
TERM OF THIS AGREEMENT**

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3.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on December 31, ~~2019~~2024 unless such term is extended or otherwise terminated pursuant to this Agreement

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**ARTICLE 4
FUNDS AND CARRYING OUT THE SERVICES**

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4.1 **Funds Provided.** The Province shall:

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(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Services during the Term; and

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(b) provide the Funds, via cheque, to the Recipient in accordance with the payment schedule set out in Schedule “C”, attached hereto.

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4.2 **Limitation on Payment of Funds.** Notwithstanding Section 4.1:

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(a) the Province is not obligated to provide any of the Funds to the Recipient until the Recipient provides the insurance certificate or other proof, as provided for in Section 11.2;

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(b) the Province is not obligated to provide the Funds until it is satisfied with the provision of the Services;

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(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Section 7.1; and

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(d) if, pursuant to the Contraventions Agreement, the Province does not receive the Funds for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

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(i) reduce the amount of the Funds and, in consultation with the Recipient, change the Services; or

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(ii) terminate this Agreement pursuant to Section 13.1.

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4.3 Use of Funds and Services. The Recipient shall:

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(a) carry out the Services during the Term:

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(i) in accordance with the terms and conditions of this Agreement; and

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(ii) in compliance with all federal and provincial laws and regulations, all municipal by laws, and any other orders, rules, and by-laws related to any aspect of the Services;

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(b) use the Funds only for the purpose of carrying out the Services;

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(c) spend the Funds only in accordance with the Budget; and

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(d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

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4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under this Agreement is limited to providing Funds to the Recipient for the purposes of the Services and the Province is not responsible for carrying out the Services.

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- 4.5 No Changes.** The Recipient shall not make any changes to the Services and/or the Budget without the prior written consent of the Province. Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm, Space Before: 6 pt, After: 6 pt, Tab stops: Not at 1 cm + 1.27 cm
- 4.6 Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm, Space Before: 6 pt, After: 6 pt, Tab stops: Not at 1 cm + 1.27 cm
- 4.7 Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 1.27 cm + 2 cm
 - (b) demand from the Recipient the repayment of an amount equal to the interest. Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, List tab + Not at 2 cm
- 4.8 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to this Agreement shall not exceed the Maximum Funds. Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm, Space Before: 6 pt, After: 6 pt, Tab stops: Not at 1 cm + 1.27 cm
- 4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund. Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm, Space Before: 6 pt, After: 6 pt, Tab stops: Not at 1 cm + 1.27 cm
- 4.10 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- (a) it is receiving funding from the Province for the Services and is not providing goods or services to the Province; and Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm, Space Before: 6 pt, After: 6 pt, Tab stops: Not at 1 cm + 1.27 cm
 - (b) the funding the Province is providing under this Agreement is funding for the purposes of the PSSDA. Formatted: Indent: Left: 1.27 cm, Hanging: 0.95 cm, Space Before: 6 pt, After: 6 pt, Tab stops: 2.22 cm, Left + Not at 2 cm
- ARTICLE 5**
- ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- 5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and Formatted: Space Before: 12 pt
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(b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

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5.2 Disposal. The Recipient shall not, without the Province’s prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded One Thousand Dollars (\$1,000) at the time of purchase.

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**ARTICLE 6
CONFLICT OF INTEREST**

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6.1 No Conflict of Interest. The Recipient shall carry out the Services and use the Funds without an actual, potential, or perceived conflict of interest.

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6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

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(a) the Recipient; or

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(b) any person who has the capacity to influence the Recipient’s decisions,

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has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Services, and/or the use of the Funds, ~~or both~~.

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6.3 Disclosure to Province. The Recipient shall:

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(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

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(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

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**ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW**

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Province, at the address provided in Section 18.1, the Reports, in accordance with the timelines and content requirements, as set out in Schedule “D”, attached hereto, or in a form, as specified by the Province from time to time;
- (b) submit to the Province, at the address provided in Section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements, as specified by the Province;
- (c) ensure that the Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that the Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Services in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Services.

7.3 Inspection. The Province, its authorized representatives, or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Services and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives, or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in Section 7.2;
- (b) remove any copies made pursuant to Section 7.3(a) from the Recipient’s premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Services.

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7.4 **Disclosure.** To assist in respect of the rights set out in Section 7.3, the Recipient shall disclose any and all information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in the form requested by the Province, its authorized representatives, or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of this Agreement shall be construed so as to give the Province any control whatsoever over the Recipient’s records.

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7.6 **Auditor General.** For greater certainty, the Province’s rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.2 of the *Auditor General Act* (Ontario).

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**ARTICLE 8
COMMUNICATIONS REQUIREMENTS**

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8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall acknowledge the support of the Province in a form and manner as directed by the Province.

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8.2 **Publication.** The Recipient shall indicate, in any of its Service-related publications, whether written, verbal, or visual, that the views expressed in such publication are the views of the Recipient and do not necessarily reflect those of the Province.

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**ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

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9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Services or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound the *Municipal Freedom of Information and Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Services or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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ARTICLE 10

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INDEMNITY

- 10.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Services or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- 10.2 Recipient's Participation.** The Recipient will, at its sole cost and expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement
- 10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

ARTICLE 11 INSURANCE

- 11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Services similar to the Services would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of

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not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, this Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation, termination or material change.

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11.2 Proof of Insurance. The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in Section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

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**ARTICLE 12
TERMINATION ON NOTICE**

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12.1 Termination on Notice. The Province may terminate this Agreement at any time upon giving at least thirty (30) days’ Notice to the Recipient.

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12.2 Consequences of Termination on Notice by the Province. If the Province terminates this Agreement pursuant to Section 12.1, the Province may:

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- (a) cancel all further instalments of the Funds; and
- (b) demand the repayment of any of the Funds remaining in the possession or under the control of the Recipient.

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**ARTICLE 13
NO APPROPRIATION AND AUTOMATIC TERMINATION**

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13.1 No Appropriation. If, as provided in Section 4.2(d), the Province does not receive the necessary funding, pursuant to the Contraventions Agreement, for any payment the Province is to make pursuant to this Agreement, the Province may terminate this Agreement immediately by giving Notice to the Recipient.

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13.2 Automatic Termination. This Agreement is immediately terminated if:
 (a) the Recipient is designated under the *French Language Services Act* (Ontario); and/or
 (b) the Contraventions Agreement is terminated.

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13.3 Consequences of Termination Under Sections 13.1 and 13.2. If this Agreement is terminated pursuant to Section 13.1 and/or Section 13.2, the Province may:

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(a) cancel all further instalments of the Funds; and

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(b) demand the repayment of any of the Funds remaining in the possession or under the control of the Recipient.

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**ARTICLE 14
 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR
 DEFAULT**

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14.1 Events of Default. Each of the following events shall constitute an Event of Default:

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(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of this Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:

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(i) carry out the Services;

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(ii) use or spend Funds; -or

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(iii) provide, in accordance with Section 7.1, Reports or such other reports as may have been requested pursuant to Section 7.1(b);

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(b) the Recipient's operations or organizational structure changes such that it no longer meets one or more of the eligibility requirements to receive the Funds from the

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Province;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of sixty (60) days or more.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Services;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with this Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate this Agreement at any time, including immediately, upon giving Notice to

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the Recipient.

14.3 Opportunity to Remedy. If, in accordance with Section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

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(a) the particulars of the Event of Default; and

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(b) the Notice Period.

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14.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section 14.2(b), and:

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(a) the Recipient does not remedy the Event of Default within the Notice Period;

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(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

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(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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the Province may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

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14.5 When Termination Effective. Termination under this Article shall take effect as set out in the Notice.

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**ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR**

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15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

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(a) demand the return of the unspent Funds; and/or

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(b) adjust the amount of any further instalments of Funds accordingly.

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**ARTICLE 16
FUNDS UPON EXPIRY**

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16.1 Funds Upon Expiry. The Recipient shall, upon expiry of this Agreement, return to the Province any Funds remaining in its possession or under its control.

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**ARTICLE 17
REPAYMENT**

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17.1 Repayment of Overpayment. If at any time during the term of this Agreement, the Province provides Funds in excess of the funds to which the Recipient is entitled under this Agreement, the Province may:

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(a) deduct an amount equal to the excess Funds from any further instalments of Funds, or

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(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

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17.2 Debt Due. If, pursuant to this Agreement:

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(a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or

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(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

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such Funds or other amount shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

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17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

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17.4 Payment of Money to Province. The Recipient shall pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided in Section 18.1.

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17.5 Failure to Repay. Without limiting the application of Section 43 of the Financial Administration Act (Ontario), if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

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ARTICLE 18

NOTICE

18.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

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(a) to the Province:

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Address: 720 Bay Street, 2nd Floor,
Toronto, ON, M7A 2S9

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Attention: Patricia Toffolo;
A/Manager, Business Planning, Divisional Support Branch
Court Services Division, Ministry of Attorney General

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Facsimile: 416-326-1011
E-mail: patricia.toffolo@ontario.ca

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(b) to the Recipient:

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Address: [insert]

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Attention: [insert]

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18.2 Notice Given. Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven (7) days after a Party mails the Notice; or
- (b) in the case of email, personal delivery, or fax, the next Business Day that a Party emails, personally delivers, or faxes the Notice.

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18.3 Postal Disruption. Notwithstanding Section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery, or by fax.

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**ARTICLE 19
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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19.1 Consent. When the Province provides its consent pursuant to this Agreement, it may impose any terms and conditions on such consent and the Recipient shall comply with such terms and conditions.

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**ARTICLE 20
SEVERABILITY OF PROVISIONS**

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20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

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**ARTICLE 21
WAIVER**

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21.1 Waivers in Writing. If a Party fails to comply with any term of this Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

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**ARTICLE 22
INDEPENDENT PARTIES**

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

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**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

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23.1 No Assignment. The Recipient shall not, without the prior written consent of the Province, assign any of its rights, or obligations under this Agreement.

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23.2 Agreement Binding. All rights and obligations contained in this Agreement shall extend to and be binding on the Parties' respective heirs, administrators, successors and permitted assigns.

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**ARTICLE 24
GOVERNING LAW**

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24.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

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**ARTICLE 25
FURTHER ASSURANCES**

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25.1 Agreement into Effect. The Recipient shall provide such further assurances as the Province may request from time to time with respect to any matter to which this Agreement pertains, and shall otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

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**ARTICLE 26
JOINT AND SEVERAL LIABILITY**

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26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

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**ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE**

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27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

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**ARTICLE 28
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

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28.1 Force Majeure Means. Subject to Section 28.3, Force Majeure means an event that:

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(a) is beyond the reasonable control of a Party; and

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(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

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28.2 Force Majeure Includes. Force Majeure includes:

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(a) infectious diseases, war, riots and civil disorder;

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(b) storm, flood, earthquake and other severely adverse weather conditions;

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- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 28.1.

28.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party’s agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

28.4 Failure to Fulfil Obligations. Subject to Section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 29
ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

29.1 Recipient Acknowledges. The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

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**ARTICLE 30
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

30.1- Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
- (b) has been provided with notice of such failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such failure in accordance with the requirements of such other agreement; and
- (d) such failure is continuing,

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

**ARTICLE 31
SCHEDULES AND ANNEXES**

31.1 Schedules and Annexes. All references to Schedules and Annexes refer to Schedules and Annexes of this Agreement that are part of and form an integral part of this Agreement. The Schedules and Annexes of this Agreement are:

- (a) Schedule “A” - Services Description and Timelines;
- (b) Schedule “B” - Budget;
- (c) Schedule “C” - Payment; and
- (d) Schedule “D” – Reports;

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(i) Annex 1 – Financial Report.

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**ARTICLE 32
SURVIVAL**

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32.1 Survival. The following Articles and Sections, and all applicable cross-referenced Sections and schedules, shall continue in full force and effect for a period of seven (7) years from the date of expiry or termination of this Agreement: Article 1 and any other applicable definitions, Section 5.2 Section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), Sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 10, Sections 12.2, 13.2, 13.3, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 27, 29, and 32.

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**ARTICLE 33
COUNTERPARTS**

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33.1 Counterparts. This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed copy of this Agreement and each party hereto undertakes to provide each other party hereto with a copy of this Agreement bearing original signatures forthwith upon demand.

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**ARTICLE 34
ENTIRE AGREEMENT**

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34.1 Entire Agreement. This Agreement, including all Schedules hereto and all documents contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, undertakings, representations and understandings. For greater certainty, to the extent that a schedule is inconsistent with or different from body of the Agreement, the body of the Agreement shall prevail. No agreement purporting to amend or modify this Agreement or any document or paper relating thereto or connected herewith is valid and binding unless it is in writing and signed and accepted in writing by Ontario and the Recipient.

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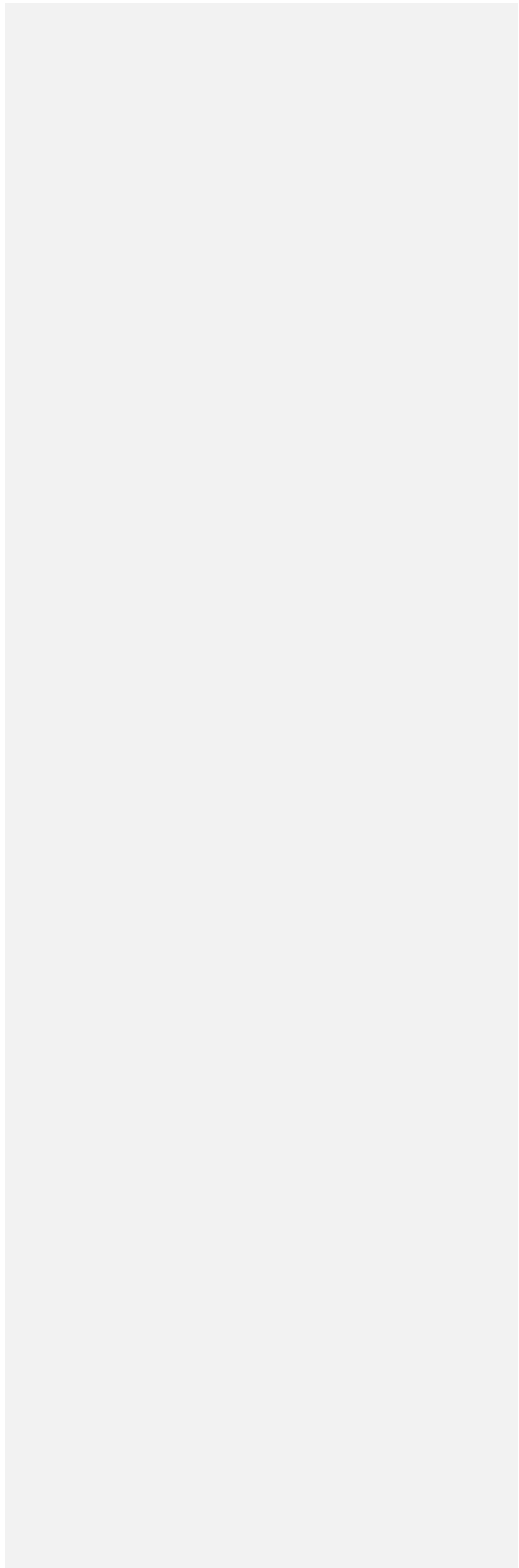
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| Contraventions Transfer Payment Agreement ~~2015-2018~~ ~~Regional Municipality of Durham~~ ~~Oshawa~~ ~~2023~~
Regional Municipality of Durham

IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO ~~as represented by the Attorney
General~~ AS REPRESENTED BY THE
ATTORNEY GENERAL**

Name: Sheila Bristo
Title: Assistant Deputy Attorney General
Date:

~~REGIONAL MUNICIPALITY OF DURHAM~~

REGIONAL MUNICIPALITY OF DURHAM

Name: _____
Title:
Date:

Name: _____
Title:
Date:

We have authority to bind the Recipient.

SCHEDULE "A"

-DESCRIPTION OF THE SERVICES

The Recipient shall:

- (a) enter Contraventions into ICON and, in doing so, ensure the accuracy and availability of the following data:
- (i) the number of certificates of offence filed with the Ontario Court of Justice, specifying the Act or Regulation under which such offence were committed;
 - (ii) the number of Tickets for which the fine was paid voluntarily pursuant to Section 8 of the *Provincial Offences Act* (Ontario);
 - (iii) the total number of trials scheduled in French;
 - (iv) trials scheduled in English or another language; and
 - (v) the final disposition on all matters held in French,

as soon as practicable and in any event within one (1) week from the occurrence of the above events;

- (b) provide the Tickets and the other Forms, which are to be used for the enforcement and the prosecution of Contraventions, in both official languages;
- (c) where applicable, make available, to enforcement authorities, the short-form descriptions of the Contraventions in English and French;
- (d) ensure that the municipal enforcement authorities provide in the official language chosen by the accused offender, at the time the ticket is issued, the short-form description on the Ticket and the other Forms;
- (e) provide a bilingual prosecutor for any trial in relation to a Contravention commenced under Part I of the *Provincial Offences Act* (Ontario) where the proceeding is to be conducted in French;
- (f) in respect of any proceeding for Contraventions, provide the language regime applicable to trials for offences prosecutable by summary conviction under the *Criminal Code* (Canada) for any accused;
- (g) with respect to the application of Part IV of the *Official Languages Act* (Canada) and for the purpose of identifying areas of Ontario where there is significant demand for services in both official languages, assist Ontario in applying the criteria used for determining what would constitute "significant demand" for communications with, and services from, an office of a federal institution as set out in the *Official Languages Regulations (Communications with the Services to the Public)* (Canada). This list may vary from time to time in accordance with the changes to the *Official Languages Regulations (Communications with the Services to the Public)* (Canada); ~~and~~

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- (h) with respect to the application of Part IV of the *Official Languages Act* (Canada), ensure that services, including the active offer of such services, are available in the Oshawa court; and
 - (i) with respect to documentation and training, provide, in cooperation with the Province, (i) all documentation and training material on the *Provincial Offences Act* (Ontario) and on the *Contraventions Act* (Canada) to all municipal officials involved in the administration, enforcement and prosecution of Contraventions; and (ii) training sessions concerning the application of the provincial penal regime set out in the *Provincial Offences Act* (Ontario) to all municipal officials involved in the administration, enforcement, and prosecution of Contraventions,
- (collectively, the "Services").

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SCHEDULE "B"

BUDGET

Expense Category	Funding Year 1 (April 1, 2015-2018 - March 31, 2019)	Funding Year 2 (April 1, 2019 - March 31, 2020)	Funding Year 3 (April 1, 2020 - March 31, 2021)	Funding Year 4 (April 1, 2021 - March 31, 2022)	Funding Year 5 (April 1, 2022 - March 31, 2023)
List of Expenditures					
Bilingual Court staff					
Bilingual Receptionist					
Bilingual Counter Staff					
Bilingual Prosecutors					
Bilingual Court Monitor					
Bilingual Early Resolution/First Attendance Prosecutors					
Bilingual Signage (indoor and outdoor)					
Bilingual Letter Head and Envelopes					
Office materials (excludes IT hardware and software)					
Printing and Distribution of bilingual court documents to Enforcement agencies					
Business cards translated to French					

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Expense Category	Funding Year 1 (April 1, 2015-2018 - March 31, 2016-2019)	Funding Year 2 (April 1, 2016-2019 - March 31, 2017-2020)	Funding Year 3 (April 1, 2017-2020 - March 31, 2018-2021)	Funding Year 4 (April 1, 2021 - March 31, 2022)	Funding Year 5 (April 1, 2022 - March 31, 2023)
List of Expenditures					
Supervisory (salaries/benefits) charge backs for French bilingual court staff, bilingual court monitors, bilingual counter staff and bilingual receptionist	(\$)	(\$)	(\$)	(\$)	(\$)
Translation French Services (incoming and outgoing court related documents and correspondence)					
French interpretation services					
Bilingual French in-house forms and notices					
French Language Training and related expenses such as meetings professional fees, travel accommodation and rental of computer lab, material production, tools and resources incurred in relation to work undertaken to ensure that courts know and fulfil their duties regarding the provision of judicial and extra judicial services to citizens receiving contraventions in both official languages					
Telephone services (dedicated lines, menu options, voice mail message services in French)					
Total					

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SCHEDULE "C"
PAYMENT SCHEDULE

DATE	AMOUNT
For the Fiscal Year 2015-2016 <u>2018-2019</u> , no later than March 31, 2017 <u>2020</u>	\$ 226,380.09 <u>265,160.00</u>
For the Fiscal Year 2016-2017 <u>2019-2020</u> , no later than March 31, 2018 <u>2021</u>	\$ 230,907.70 <u>269,730.00</u>
For the Fiscal Year 2017-2018 <u>2020-2021</u> , no later than March 31, 2019 <u>2022</u>	\$ 235,525.85 <u>274,391.00</u>
<u>For the Fiscal Year 2021-2022, no later than March 31, 2023</u>	\$ <u>278,879.00</u>
<u>For the Fiscal Year 2022-2023, no later than March 31, 2024</u>	\$ <u>284,456.58</u>

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Contraventions Transfer Payment Agreement ~~2015-2018~~ Regional Municipality of Durham ~~Oshawa-2023~~
Regional Municipality of Durham

SCHEDULE "D"
REPORTS

REPORT	DUE DATE
<u>Financial Report for the period of April 1, 2018 to March 31, 2019, in the form of Annex 1 to Schedule "D", attached hereto</u>	<u>June 28, 2019</u>
Financial Report for the period of April 1, 2015 2019 to March 31, 2016 2020, in the form of Annex 1 to Schedule "D", attached hereto	June 30, 2016 2020
Financial Report for the period of April 1, 2016 2020 to March 31, 2017 2021, in the form of Annex 1 to Schedule "D", attached hereto	June 30, 2017 2021
Financial Report for the period of April 1, 2017 2021 to March 31, 2018 2022, in the form of Annex 1 to Schedule "D", attached hereto	June 30, 2018 2022
<u>Financial Report for the period of April 1, 2022 to March 31, 2023, in the form of Annex 1 to Schedule "D", attached hereto</u>	<u>June 30, 2023</u>

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ANNEX 1
FINANCIAL REPORT

DATE: [insert]

TO: Gerardina Tota, Senior Research Analyst
Ministry of the Attorney General
720 Bay Street, 2nd Floor
Toronto, ON M7A 2S9

~~Gerardina Tota~~

FROM: [insert]

RE: **Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Attorney General ("Province") and [insert] (the "Recipient"), effective as of April 1, ~~2015~~2018 (the "Agreement")**

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

1. I, [insert], [insert title of the authorized officer of Recipient] of the Recipient, on behalf of the Recipient and not in my personal capacity, having made such enquiries as I have deemed necessary and advisable for this Financial Report, hereby certify that to the best of my knowledge, information, and belief that:
 - (a) the Recipient has incurred [insert] Dollars (\$[insert]) in expenditures in performing the Services between April 1, 20____ and March 31, 20____ (the "Current Fiscal Year"); and
 - (b) the table 1, attached hereto, accurately and correctly (i) illustrates any variance between the Budget, as attached to the Agreement as Schedule "B", and the actual expenditures incurred by the Recipient for the Current Fiscal Year; and (ii) states the reason for such variance.

2. The Recipient hereby requests an amount of [insert] Dollars (\$[insert]).

IN WITNESS WHEREOF, the undersigned has hereunto signed these presents as of the date written above.

[insert]

Name: [insert]

Title: [insert]

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Annex 1 of Schedule "D" ~~Annex 1~~ - 2

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Contraventions Transfer Payment Agreement ~~2015-2018~~ ~~Regional Municipality of Durham - Oshawa~~ ~~2023~~
Regional Municipality of Durham

Table 1: Variance

Expense Category	List of Expenditures	Funding Year _____ (April 1, 20____ - March 31, 20____)				Explanation (Explain annual variances greater than ten percent (10%))
		Budget (\$)	Actual Expenditure (\$)	Amount (\$)	Percentage (%)	
	Bilingual Court staff					Formatted: Space Before: 0 pt
	Bilingual Receptionist					Formatted: Table
	Bilingual Counter Staff					Formatted: Font: Not Bold
	Bilingual Prosecutors					Formatted: Left
	Bilingual Court Monitor					Formatted: Left
	Bilingual Early Resolution/First Attendance -Prosecutors					Formatted: Left
	Bilingual Signage (indoor and outdoor)					Formatted: Left
	Bilingual Letter Head and Envelopes					Formatted: Left
	Office materials (excludes IT hardware and software)					Formatted: Font: Not Bold
	Printing and Distribution of bilingual court documents to Enforcement agencies					Formatted: Left

Expense Category	List of Expenditures	Funding Year _____ (April 1, 20____ - March 31, 20____)				Explanation <i>(Explain annual variances greater than ten percent (10%))</i>
		Budget (\$)	Actual Expenditure (\$)	Variance		
				Amount (\$)	Percentage (%)	
	Business cards translated to French					
	Supervisory (salaries/benefits) charge backs for French bilingual court staff, bilingual court monitors, bilingual counter staff and bilingual receptionist					
	Translation French Services (incoming and outgoing court related documents and correspondence)					
	French interpretation services					
	Bilingual French in-house forms and notices					
	French Language Training and related expenses such as includes professional fees, travel accommodation meetings teleconference rental of technical equipment and rental of computer lab, material production, tools and resources incurred in relation to work undertaken to ensure that courts know and fulfill their duties regarding the provision of judicial and extra judicial					

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Expense Category	List of Expenditures	Funding Year _____ (April 1, 20____ - March 31, 20____)			Explanation <i>(Explain annual variances greater than ten percent (10%))</i>
		Budget (\$)	Actual Expenditure (\$)	Variance Amount (\$) Percentage (%)	
	services to citizens receiving contraventions in both official languages				
	Telephone services (dedicated lines, menu options, voice mail message services in French)				
	TOTAL				

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The Regional Municipality of Durham Report

To: Finance and Administration Committee
From: Commissioner of Corporate Services
Report: #2020-A-4
Date: January 14, 2020

Subject:

Corporate Records Retention By-law

Recommendation:

That Finance and Administration Committee recommends to Regional Council:

That Records Retention By-law #56-2018, be repealed and replaced with the Records Retention By-law in the form included as Attachment #1 to this report.

Report:

1. Purpose

1.1 The purpose of this report is to repeal Records Retention By-law #56-2018 and replace it with an updated Records Retention By-law (in the form attached hereto as Attachment #1) which includes a Summary of Changes to Schedule 'A' of the by-law as part of the regulatory by-law review process and compliance with legislative requirements.

2. Background

2.1 The Region has a legislated responsibility to retain, preserve and destroy its records. The Municipal Act provides that a municipality may, subject to Council approval, establish retention periods during which the records of the municipality must be retained and preserved, and that except as otherwise provided, a record of the municipality may be destroyed if a retention period for the record has been established and the retention period has expired or the record is a copy of the original record.

3. Discussion

- 3.1 The Region is required to maintain the Records Retention By-law to reflect changes to legislation and operation requirements. This by-law establishes a schedule for the retention and disposition of records in the custody or under the control of the Region and provides the legal authority to destroy redundant official records, their administrative duplicates and transitory records as part of best practices.
- 3.2 Schedule 'A' of the by-law is the Corporate Classification Scheme, which provides a records retention and disposition schedule. The proposed updates to the Records Retention By-law are routine, and are noted as follows:

Proposed Revisions to Existing By-law:

The following outlines the various changes to the Corporate Classification Scheme:

- a. New record series have been added;
 - b. Record series have been combined;
 - c. Record series have been deleted;
 - d. Official record holder was added/changed/deleted to better reflect the owner/originator of the records and to include organizational department/division name changes;
 - e. Record series titles and descriptions were revised to clarify what the record series includes and excludes; and
 - f. Record retentions were revised to meet the operational needs of departments and/or to meet regulatory requirements.
- 3.3 Schedule "B" to Attachment #1 – Draft By-law #XX-2020 provides a summary of changes to the Corporate Classification Scheme over the past year for Council approval.
- 3.4 Schedule "C" to Attachment #1 – Draft By-law #XX-2020 provides the listing of legal citations referenced in the Corporate Classification Scheme.
- 3.5 Schedule "D" to Attachment #1 - Draft By-law #XX-2020 provides Records Management Procedures to be used in conjunction with the Corporate Classification Scheme.

4. Conclusion

- 4.1 Regional Departments are required to classify their official business records accordingly. Both the Schedule and the Corporate Classification Scheme will require ongoing review and modification to accommodate changing legislation, user needs and program changes. As modifications are made to the Records Retention By-law the schedule is brought forward to Council on an annual basis for approval. This process ensures that the Region's records and information management framework is reflective of the organization and the types of official records the Region needs to retain.

5. Attachments

Attachment #1: Draft By-law #XX-2020
Schedule B, C, D

Respectfully submitted,

Original signed by

D. Beaton, BCom, M.P.A.
Commissioner of Corporate Services

Recommended for Presentation to Committee

Original signed by

Elaine C. Baxter-Trahair
Chief Administrative Officer

By-law Number *-2020**

of The Regional Municipality of Durham

Being a by-law to establish retention periods for records of The Regional Municipality of Durham.

Whereas Subsection 254(1) of the Municipal Act, 2001 (the “Act”) provides that a municipality shall retain and preserve the records of the municipality and its local boards in a secure and accessible manner and, if a local board is a local board of more than one municipality, the affected municipalities are jointly responsible for complying with this subsection. 2001, c. 25, s. 254(1);

Whereas Subsection 255(1) of the Municipal Act, 2001, S.O. 2001, c.25 (the “Act”), as amended provides that except as otherwise provided, a record of a municipality or local board may only be destroyed in accordance with this section. 2001, c. 25, s. 255 (1);

Whereas Subsection 255(2) of the Act states that despite Section 254, a record of a municipality or a local board may be destroyed if a retention period for the record has been established under this section and, a) the retention period has expired; or b) the record is a copy of the original record. 2001, c. 25, s. 255 (2); 2006, c. 32, Sched. A, s. 109 (1); and

Whereas in accordance with Subsection 255(3) a municipality may establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with section 254. 2001, c. 25, s. 255 (3).

Now therefore, the Council of The Regional Municipality of Durham hereby enacts as follows:

1. Definitions:

1.1 In this by-law:

- (a) “active record” means a record that is referred to frequently and is commonly stored in the office area within departments;
- (b) “archival record” means a record of enduring cultural, historical and evidentiary value that is permanently maintained;
- (c) “archives” means a repository of archival records;
- (d) “copy” means a convenience or reference copy of a Regional record which is not the Official Record and may be destroyed after use.
- (e) “corporate classification scheme” means the Region’s records classification scheme presented as a hierarchical structure of classification levels that are based on the business activities that generate records within the organization;
- (f) “disposition” means the final phase of a record’s life cycle, either destruction or permanent preservation;
- (g) “inactive record” means a record that is referenced infrequently but must be maintained for administrative needs or legal compliance;
- (h) “life cycle” means the life span of a record from its creation or receipt through to its preservation or final disposition;
- (i) “Manager, Information Management (IM)” means the Region’s Manager of Information Management, or his or her designate;

- (j) “metadata” means data that describes other data and is used to aid in the identification, description, location or use of information;
- (k) “Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)” means Ontario legislation which, with some limitations, provides the public with right of access to records held by the Region and protects the privacy of personal information;
- (l) “official copy” means the version of a regional record deemed as the master record which is not a convenience or duplicate copy;
- (m) “official record holder” means the Regional department/division with primary responsibility or custodial rights for retaining and managing official records;
- (n) “official record” means the official copy or original record in the Region’s custody or control, regardless of form, that supports regional business such as program delivery or policy development, documents the result of a decision, or has future financial, administrative, research, operational, legal or archival value.
- (o) “personal information” means recorded information about an identifiable individual, including the following 8 things:
- information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
 - information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
 - any identifying number, symbol or other particular assigned to the individual;
 - the address, telephone number, fingerprints or blood type of the individual;
 - the personal opinions or views of the individual except if they relate to another individual;
 - correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
 - the views or opinions of another individual about the individual; and
 - the individual’s name if it appears with other personal information relating to the individual or where disclosure of the name would reveal other personal information about the individual.
- (p) “Personal Health Information Protection Act (PHIPA)” means an Ontario law that governs the collection, use and disclosure of personal health information within the health sector;
- (q) “record” means any record of information, including a transitory record, however recorded, whether in paper format, on film, by electronic means or otherwise, and includes:
- Correspondence, a memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, and any other documentary material, regardless of physical form or characteristics, and any copy thereof including transitory records.
 - Any machine-readable record under the control of the Region that is

capable of being produced by means of computer hardware and software or any other information storage equipment ordinarily used by the Region.

- (r) “record series” means a group of related records categorized as a unit for the purposes of establishing classification efficiencies and applying retention controls;
- (s) “records management” means the process of planning, organizing, directing and controlling all the steps involved in a records life cycle;
- (t) “records retention schedule” means the schedule prescribing retention periods for records identified in the Corporate Classification Scheme as set out in Schedule “A”;
- (u) “signing authority” means the department head or Commissioner of the responsible department, or his or her designate; and
- (v) “transitory record” means a record in any format that is of short-term value, with no further use beyond an immediate transaction. Transitory records are only required for a limited timeframe to complete a routine action or to prepare a subsequent draft or final version.
- (w) “vital records” are those regional records that are essential for the ongoing business of the Region, and without which the Region could not continue to function effectively;
 - vital records may be considered vital only in the short term (e.g. active client record) or may retain this status indefinitely; and
 - vital records may include official records of agreements, by-laws, staff reports, contracts, leases and licenses, deeds, council minutes, etc.

2. Corporate Classification Scheme – Summary of Changes

- 2.1 The Corporate Classification Scheme – Schedule “A” is hereby approved as the schedule establishing the retention periods and destruction schedule for the records as described therein and is available through the Legislative Services Division.
- 2.2 The Corporate Classification Scheme – Summary of Changes as set forth on Schedule “B” attached to this by-law is hereby approved as the changes to the Corporate Classification Scheme – Schedule “A” from December 2018 to December 2019 for the records as described therein.

3. Legal Citations

- 3.1 The listing of legal citations referenced in the Corporate Classification Scheme will be as set forth in Schedule “C” attached to this by-law.

4. Records Management Procedures

- 4.1 The procedures for the management of records will be as set forth in Schedule “D” attached to this by-law.

5. Repealed

- 5.1 By-law Number 56-2018 is hereby repealed.

6. Schedules

- 6.1 Schedule “A” forms part of this by-law.
- 6.2 Schedule “B” forms part of this by-law.
- 6.3 Schedule “C” forms part of this by-law.
- 6.4 Schedule “D” forms part of this by-law.

This by-law comes into effect upon its approval by the Council for The Regional Municipality of Durham.

This By-law Read and Passed on the 29th day of January, 2020.

J. Henry, Regional Chair and CEO

R. Walton, Regional Clerk

2020 Corporate Classification Scheme (CCS) Summary of Changes

Indicates new record series

Code	Record Series Title	Type of Change	Description of Change	ORH Department	ORH Division
C17	Accountability, Transparency and Governance	Retention revised.	Changing from an event-based (E+6) retention to current year retention – C+6.	Corporate Services	Legislative Services – Council Services
F01	Accounts Payable	Official record holder revised.	Added Expenditure Management as an official record holder.	Finance/ Corporate Services/ Works	Accounting, Expenditure Management/ Legal Services – POA Office/Traffic, Engineering and Operations
F02	Payables Reporting	Official record holder revised.	Added Expenditure Management as an official record holder.	Finance	Accounting, Expenditure Management
F12	Expenses – Employee and Council	Official record holder revised.	Added Expenditure Management as an official record holder.	Finance	Accounting, Payroll, Expenditure Management
F24	Position Requisitions and Changes	Record series name, Official record holder and Includes revised.	Added Corporate Services – HR-Compensation as an official record holder. Record series title changed from Employee Record/Position Requisitions and Changes to Position Requisitions and Changes. Includes: Forms to add/inactivate positions to approved complement or change positions. For new or changed positions, core details such as department, job code, reporting relationship etc. are documented on the Position Requisitions and Changes form.	Finance/ Corporate Services	Financial Services – Payroll/Human Resources – Compensation

Legend: C - Current year; E - Event required before calculating retention; ORH - Regional department/division with primary responsibility or custodial rights for retaining and managing official records.

Code	Record Series Title	Type of Change	Description of Change	ORH Department	ORH Division
H08	Staffing	Discontinued.	This record series is no longer used so it is being discontinued. Employment Equity legislation (1995) repealed, staffing data for this exercise is no longer relevant.	Corporate Resources	Human Resources – Departmental Services
L20	Transcript Orders (prior to 2010)	Discontinued.	All L20 files and boxes have been destroyed. Transcript orders now reside under L15 and L17.	Corporate Resources	Legal Services – POA Office
L41	Incident and Accident Reports – Non-Regional Employees	Official record holder and retention revised.	Added Social Services – Children’s Services as an official record holder. Total retention changed from E+7 to E+3.	Finance/Social Services	Insurance and Risk Management/Children’s Services
M13	Event Management - Planning	Title and Excludes revised.	Title changed to Corporate Event Management – Planning. Excludes updated to include M14 – Departmental Event Management.	Corporate Services	Legislative Services – Council Services
M14	Departmental and Social Event Management	New record series.	Includes: Records relating to the planning and set-up of departmental events such as workshops, seminars, program promotions and awareness, lunch and learns, etc. Also includes completed forms for participant declarations/releases, contests, general consents and photo/video consents, as well as social functions organized by the Celebrate Durham Employee Events Committee. Excludes: M00 - Marketing and Public Relations – General; M01 - Event Management; M13 - Event Management – Planning. Active retention: E+2 Inactive retention: - Total retention: E+2 Copy retention: - Remarks: Archival review, PIB, #1, E=completion of event	Originator	n/a

Code	Record Series Title	Type of Change	Description of Change	ORH Department	ORH Division
P22	Infectious Diseases – Outbreak Management and Special Investigations	Official record holder revised.	Adding Population Health as an official record holder and changing Environmental Health to Health Protection to reflect program name change.	Public Health	Health Protection and Population Health
P34	n/a	New record series.	Includes: Records relating to requests for approval of body shipments outside Canada and requests for permit of body disinterment. In preparing disinterment shipment of the deceased, funeral homes and cemeteries must obtain Public Health documentation to ensure compliance with the required legislation. May include the letter of application, death certificate, coroner's report for the deceased, requests form companies who ship clothing to other parts of the world, correspondence, etc. Active retention: C+4 Inactive retention: - Total retention: C+4 Copy retention: - Remarks: PIB, #25, #50, #68	Health	Health protection Division
V05	Fuel Inventory	Retention and official record holder revised.	Retention changed from E to C+7. Adding Durham Region Transit – Maintenance as an official record holder.	Works and Durham Region Transit	Originating Division; Maintenance



Citation Table

E-Laws for Sections of Act Listed Below http://www.e-laws.gov.on.ca	
1.	<u>Limitations Act</u> , 2002, S.O. 2002, c. 24, Sched. B, s. 15
2.	<u>Municipal Act</u> , 2001, S.O. 2001, c. 25, s. 253-255, 273 (5)
3.	<u>Canada Revenue Agency: Income Tax Information Circular: Books and Records Retention/Destruction</u> , IC78-10R5, 2010 and <u>Electronic Record Keeping</u> , IC05-1R1, 2010 (Federal)
4.	<u>Income Tax Act</u> , R.S.O. 1990, c. I.2, s. 39 (1-2) (Federal)
5.	<u>Land Transfer Tax Act</u> , R.S.O. 1990, c. L.6, s. 9.3 (1, 4)
6.	<u>Land Titles Act</u> , R.S.O. 1990, c. L.5, s. 20 (1-2), 165 (1)
7.	<u>Planning Act</u> , R.S.O. 1990, c. P.13 (6, 10); O. Reg. 154/03: Zoning Area - Regional Municipality of Durham, Part of the City of Pickering, s. 4 (5), 14 (2, 6), 14.7 (1, 5), 17 (1, 7), (42)
8.	<u>Building Code Act</u> , 1992, S.O. 1992, c. 23, 3.1 (7); O. Reg. 332/12: Building Code
9.	<u>Condominium Act</u> , 1998, S.O. 1998, c. 19, s. 55 (1-2)
10.	<u>Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act</u> , 2008, S.O. 2008, c. 14, s. 37 (d)
11.	<u>Housing Services Act</u> , 2011, S.O. 2011, c. 6, Sched. 1, s. 70, 79 (1-2), 102 (2), 169 (1-2), 170 (1-2); O. Reg. 367/11: General
12.	<u>Child Youth and Family Services Act</u> , 2017, S.O. 2017, c. 14, Sched. 1; O. Reg. 191/18: Personal Information
13.	<u>Immunization of School Pupils Act</u> , R.S.O. 1990, c. I.1, s. 11, 14 (2), 17 (1) (c, f); R.R.O. 1990, Reg. 645: General; <u>Immunization Management Protocol</u> , 2013

E-Laws for Sections of Act Listed Below <http://www.e-laws.gov.on.ca>

14.	<u>Dental Hygiene Act</u> , 1991, S.O. 1991, c. 22; O. Reg. 218/94: General; Royal College of Dental Surgeons of Ontario (Guidelines Issued February 2008, Revised May 2008 - Dental Recordkeeping)
15.	<u>Seniors Active Living Centres Act</u> , 2017, S.O. 2017, c.11, Sched. 6, s. 4 (1)
16.	<u>Long-Term Care Homes Act</u> , 2007, S.O. 2007, c. 8; O. Reg. 79/10: General, s. 231-238, 262-264
17.	<u>Child Care and Early Years Act</u> , 2014, S.O. 2014, c. 11, Sched. 1; O. Reg. 137/15: General, O. Reg. 138/15: Funding, Cost Sharing and Financial Assistance
18.	<u>College of Nurses of Ontario</u> , Practice Standard, Documentation, Revised 2008
19.	<u>Ontarians with Disabilities Act</u> , 2001, S.O. 2001, c. 32, s. 15 (3), 17 (2)
20.	<u>Medicine Act</u> , 1991, S.O. 1991, c. 30, s. 12 (b); O. Reg. 114/94: General
21.	<u>Ambulance Act</u> , R.S.O. 1990, c. A.19, s. 18 (2, 2.1-2.2); O. Reg. 257/00: General
22.	<u>Ministry of Health and Long-Term Care</u> , <u>Emergency Health Services Branch</u> , Ontario Ambulance Service Documentation Standards, version 3.0, April 2017
23.	<u>Securities Act</u> , R.S.O. 1990, c. S.5, Part VII, s. 19
24.	<u>Personal Health Information Protection Act</u> , 2004, S.O. 2004, c. 3, Sched. A, Part II, s. 13-14, Part V, s. 51-54
25.	<u>Health Protection and Promotion Act</u> , R.S.O. 1990, c. H.7, 59 (3); Ontario Public Health Standards: Protocols and Guidelines
26.	<u>Employment Standards Act</u> , 2000, S.O. 2000, c. 41, s. 15
27.	<u>Pension Benefits Act</u> , R.S.O. 1990, c. P.8, s. 24.1, 29-30
28.	<u>Workplace Safety and Insurance Act</u> , 1997, S.O. 1997, c. 16, Sched. A, s. 57-59 (1), 80 (1-2)
29.	<u>Ontario Works Act</u> , 1997, S.O. 1997, c. 25, Sched. A, s. 42; See Ontario Works Policy Directives for records retention requirements
30.	<u>Occupational Health and Safety Act</u> , R.S.O. 1990, c. O.1, s. 26 (1) (c-d, f), 40 (1), 54 (1), 63-64, 67 (1); O. Reg. 632/05: Confined Spaces

E-Laws for Sections of Act Listed Below http://www.e-laws.gov.on.ca	
31.	<u>Emergency Management and Civil Protection Act</u> , R.S.O. 1990, c. E.9; O. Reg. 380/04: Standards
32.	<u>Fuel Tax Act</u> , R.S.O. 1990, c. F.35, s. 6.1; R.R.O. 1990, Reg. 464: General
33.	<u>Public Vehicles Act</u> , R.S.O. 1990, c. P.54, s. 29 (4), 33 (n); R.R.O. 1990, Reg. 982: General
34.	<u>Highway Traffic Act</u> , R.S.O. 1990, c. H.8, s. 225; O. Reg. 376/02: Classification of Vehicles as Irreparable, Salvage and Rebuilt, s. 2 (3, 4); R.R.O. 1990, Reg. 626: Traffic Control Signal Systems; R.R.O. 1990, Reg.601: Motor Vehicle Inspection Stations; R.R.O. 1990, Reg. 199: Vehicle Record-Keeping
35.	<u>Environmental Assessment Act</u> , R.S.O. 1990, c. E.18, 25 (1), 30, 36
36.	<u>Environmental Protection Act</u> , R.S.O. 1990, c. E.19, Part V, Waste Management; O. Reg. 127/01: Airborne Contaminant Discharge Monitoring and Reporting; O. Reg. 232/98: Landfilling Sites
37.	<u>Forestry Act</u> , R.S.O. 1990, c. F.26
38.	<u>Waste Diversion Transition Act</u> , 2016, S.O. 2016, c. 12, Sched. 2, s. 48 (1, 4, 6-7)
39.	<u>Ontario Water Resources Act</u> , R.S.O. 1990, c. O.40, s. 53.1 (3, 7), 94 (1)
40.	<u>Safe Drinking Water Act</u> , 2002, S.O. 2002, c. 32, s. 77 (1) (c), 81, 167 (3-4); O. Reg.170/03: Drinking Water Systems
41.	<u>Registry Act</u> , R.S.O. 1990, c. R.20, s. 18-21
42.	<u>Bridges Act</u> , R.S.O. 1990, c. B.12, s. 2 (3) (c), (4)
43.	<u>Municipal Conflict of Interest Act</u> , R.S.O. 1990, c. M. 50, s. 6
44.	<u>Aggregate Resource Act</u> , R.S.O. 1990, c. A.8, s. 62 (1-2), 67 (1) (g, o); O. Reg. 244/97: General
45.	<u>Ministry of Community and Social Services Act</u> , R.S.O. 1990, c. M.20, s. 9 (1)
46.	<u>Municipal Freedom of Information and Protection of Privacy Act</u> , R.S.O. 1990, c. M.56
47.	<u>By-law 90-2003</u> , A By-law Respecting the Water Pollution Control System and Storm Sewer System in the Regional Municipality of Durham and the Establishment of Sewer Surcharge Rates and Sewer Charges, as amended

E-Laws for Sections of Act Listed Below <http://www.e-laws.gov.on.ca>

48. Memorandum of Understanding between the Attorney General and the Regional Municipality of Durham, Schedule 2, Operational Standards, paragraphs 2.8.3, 2.10.1, 2.10.3 (Clerk's Department Agreement 7385, signed November 2000)
49. Smoke-Free Ontario Act, 2017, S.O. 2017, c. 26, Sched. 3; Ministry of Health and Long-Term Care, Population and Public Health Division, Tobacco Protocol, 2018; Public Health Ontario, Evidence to Guide Action: Comprehensive Tobacco Control in Ontario, 2016
50. Coroners Act, R.S.O. 1990, c. C:37, section 24
51. Provincial Offences Act, R.S.O. 1990, c. P.33, s. 31, 47 (2), Part V, 76.1, 83, 83.1, Part VII, s. 133, Part X; O. Reg. 679/92: Fee for Late Payment of Fines; R.R.O. 1990, Reg. 945: Costs; R.R.O. 1990, Reg. 949: Parking Infractions
52. Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50
53. By-law No. 44-2006, s. 24.0 Penalties, as amended, regarding regulating traffic and parking on highways and municipal property under the jurisdiction of the Regional Municipality of Durham
54. Courts of Justice Act, R.S.O. 1990, c. C.43, s. 74; R.R.O. 1990, Reg. 200: Rules of the Ontario Court (Provincial Division) in Provincial Offences Proceedings
55. Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4; O. Reg. 213/07: Fire Code
56. Human Rights Code, R.S.O. 1990, c. H.19, s. 31.1 (1) (b), 31 (4, 7) (a-b), 38, 43 (3) (e), 44 (6) (a-b), 45.5, 48 (2) (l)
57. Places to Grow Act, 2005, S.O. 2005, c. 13, s. 8 (1)
58. Ontario Municipal Employees Retirement System Act, 2006, S.O. 2006, c. 2 (OMERS)
59. Oak Ridges Moraine Protection Act, 2001, S.O. 2001, c.3
60. Clean Water Act, 2006, S.O. 2006, c. 22, s. 54 (1-2), 62.1 (4), 78 (1, 3)
61. Greenbelt Act, 2005, S.O. 2005, c. 1
62. Ministry of Agriculture, Food and Rural Affairs Act, R.S.O. 1990, c. M.16
63. Canadian Environmental Protection Act, 1999 (CEPA) (Federal)
64. CUPE Local 1764, Local 1785 and Local 182 Collective Agreements

E-Laws for Sections of Act Listed Below http://www.e-laws.gov.on.ca	
65.	<u>Development Charges Act</u> , 1997, S.O. 1997, c. 27, s. 59.1 (5) (b), 60 (1) (r); O. Reg. 82/98: General
66.	<u>Accessibility for Ontarians With Disabilities Act</u> , 2005, S.O. 2005, c. 11, s. 19 (2), 20 (1) (b), 33 (3) (b), 35 (3); O. Reg. 191/11: Integrated Accessibility Standards Regulations (IASR)
67.	<u>Labour Relations Act</u> , 1995, S.O. 1995, c. 1, Sched. A, s. 119 (1), 12 (b), 111 (2) (b-c), 122 (2-3), 125 (1) (l), 150.4 (13) (i)
68.	<u>Funeral, Burial and Cremation Services Act</u> , 2002, S.O. 2002, c. 33 – S. 102.1(2), 113(2) 10.1 & 11
69.	<u>Environmental Review Tribunal Act</u> , 2000, S.O. 2000, c. 26, Sched. F (for environmental appeals only)
70.	<u>Ministry of Natural Resources Act</u> , R.S.O. 1990, c. M.31
71.	<u>Ministry of the Environment Act</u> , R.S.O. 1990, c. M.24
72.	<u>Ministry of Energy Act</u> , 2011, S.O. 2011, c. 9, Sched. 25
73.	<u>Conservation Authorities Act</u> , R.S.O. 1990, c. C.27, s. 19.1 (g, i)
74.	<u>Insurance Act</u> , R.S.O. 1990, c. I.8, s. 23, 26, 50 (1), 51, 100-101, 101.1-101.2, 116
75.	<u>Expropriations Act</u> , R.S.O. 1990, c. E.26, s. 29 (2)
76.	<u>Mining Act</u> , R.S.O. 1990, c. M.14, s. 7, 9, 15; O. Reg. 240/00: Mine Development and Closure under Part VII of the Act
77.	<u>Endangered Species Act</u> , 2007, S.O. 2007, c. 6, s. 51-53; O. Reg. 242/08: General
78.	<u>Residential Tenancies Act</u> , 2006, S.O. 2006, c. 17
79.	Reserved for future citation
80.	<u>Fisheries Act</u> , R.S.C. 1985, c. F-14, Wastewater Systems Effluent Regulations, SOR/2012-139 (Federal)
81.	<u>Canadian Environmental Assessment Act</u> , 2012, S.C. 2012, c. 19, s. 52 (Federal)
82.	<u>Pay Equity Act</u> , R.S.O. 1990, c. P.7, s. 1 (2-3), 13 (1)
83.	<u>Technical Standards and Safety Act</u> , 2000, S.O. 2000, c. 16, s. 3.22 (2, 7), 10 (2), 18 (1), 19 (3-6), 20 (1.1), 22. 1 (13), 23 (1) (d), 26-27, 30 (1)

E-Laws for Sections of Act Listed Below <http://www.e-laws.gov.on.ca>

84.	<u>Ontario Infrastructure and Lands Corporation Act</u> , 2011, S.O. 2011, c.9, Sched. 32 - InfraGuide: National Guide to Sustainable Municipal Infrastructure
85.	<u>Municipal Elections Act</u> , 1996, S.O. 1996, c. 32, Sched., s. 88
86.	<u>Regulated Health Professions Act</u> , 1991, S.O. 1991, c. 18, s. 36 (RHPA); Sched. 2 - Health Professions Procedural Code
87.	<u>College of Registered Psychotherapists of Ontario (CRPO)</u> - Professional Practice Standards for Registered Psychotherapists
88.	<u>Evidence Act</u> , R.S.O. 1990, c. E.23, s. 29
89.	<u>Hazardous Products Act</u> , R.S.C., 1985, c. H-3 (Federal)
90.	<u>Hazardous Products Regulations</u> , SOR/2015-17 (Federal)
91.	<u>Provincial Offences Act</u> , R.S.O. 1990, c. P.33; Record Retention Schedule Summary, Ministry of the Attorney General 2016; O. Reg. 67/12: Electronic Document and Remote Meetings
92.	Ontario Association of Consultants, Counsellors, Psychometrists and Psychotherapists (OACCPP) - Standards of Practice, 2012 for Mental Health Professionals
93.	<u>The College of Psychologists of Ontario</u> - Standards of Professional Conduct, 2017
94.	<u>Green Energy Act</u> , 2009, S.O. 2009, c. 12, Sched. A, s. 12; O. Reg. 397/11: Energy Conservation and Demand Management Plans; O. Reg. 404/12: Energy and Water Efficiency - Appliances and Products
95.	<u>Ontario Energy Board Act</u> , 1998, SO. 1998, c. 15, Sched. B, s. 79.7
96.	<u>Public Sector and MPP Accountability and Transparency Act</u> , 2014, S.O. 2014, c. 13 - Bill 8
97.	<u>Municipal Act</u> , 2001, S.O. 2001, c. 25, s. 253-255; O. Reg. 586/06: Local Improvement Charges - Priority Lien Status
98.	<u>Nutrient Management Act</u> , 2002, S.O. 2002, c.4, s. 6 (2) (x-y), 13 (6-7), 28.1 (4); O. Reg. 267/03: General
99.	<u>Resource Recovery and Circular Economy Act</u> , 2016, S.O. 2016, c. 12, Sched. 1, s. 31 (3), 43 (3), 50 (4), 54 (8), 78 (4-6), 79 (3-4), 89 (2) (b)

Schedule “D” To By-law #XX-2020

Records Management Procedures

1. Transitory Records

- 1.1 Transitory records may be destroyed at any time. The provisions of Sections 2 and 4 shall not apply to the destruction of transitory records. Where a record is destroyed upon expiry of the retention period described in Schedule “A”, any corresponding transitory record shall also be destroyed.
- 1.2 Transitory or copy records entered into the Region’s records management file tracking system will be retained no longer than the maximum retention period described in Schedule “A”.

2. Record Series

- 2.1 Any record in a category set out under “record series” of Schedule “A” shall be retained for the period set out opposite such category under “total retention” and may thereafter be destroyed.

3. Classification of Records

- 3.1 The Manager, Information Management (IM) in consultation with the Regional Clerk, shall determine the appropriate systems for the classification of records, considering the administrative, operational, archival, legal and financial values of each record, and shall do the following three things:
 - A) Monitor the retention schedule and ensure that the schedule complies with all legislative requirements.
 - B) Make such periodic adjustments as are required to ensure that terminology is kept up-to-date with current usage provided that such adjustments do not affect the retention period of any record.
 - C) In determining the retention period of any record, consult with the signing authorities and the following Regional officers: signing authority for department, the Regional Clerk/Director of Legislative Services, the Director, Legal Services and the Region’s Auditor.

4. Destruction of Records

- 4.1 Where any record may be destroyed under this by-law, the following procedure shall apply:
 - A) Where the record has been retained in the custody of the responsible department, the signing authority or his or her delegate shall notify the Manager, IM via the IM Clerk in writing of the scheduled destruction of records, including the following eight items:
 - (1) Reason for Shred: “Approved Office Area File Destruction”;
 - (2) Full address and name of department/division of destruction site;
 - (3) PO# (Clearly write A# on top right corner of File Pull List(s));
 - (4) Batch #(s);

- (5) Total boxes to be shred;
- (6) Name of contact at destruction site (have an alternate if absent);
- (7) Contact phone number(s); and
- (8) Special instructions (e.g. where to park the truck, sign-in protocol or what hours to avoid, e.g. lunch hour).

B) Where the record has been retained in the custody of the Regional Clerk/Director of Legislative Services, the Manager, IM shall notify the signing authority in writing of the scheduled destruction of the records and identify the records to be destroyed.

4.2 Where a notice has been provided under subsection 4.1 A) or 4.1 B) above:

- A) The signing authority or his or her delegate shall notify the Manager, IM in writing, if in his or her opinion any record included in the notice should be retained for a further period, and the rationale for further retention.
- B) If, in the opinion of the Manager, IM, circumstances warrant retention of the record for a further period, the destruction of the record shall be postponed as may be determined by the Manager, IM, in consultation with the signing authority.

4.3 Where no notice is received under subsection 4.2 A) or 4.2 B) above before the scheduled destruction, the record shall be deemed to be authorized for destruction.

4.4 The following principles shall govern the destruction of records:

- A) No official records shall be destroyed unless first classified according to Schedule "A" of this by-law.
- B) All records, including transitory records, shall be destroyed in a manner that preserves the confidentiality of any information contained in such records.
- C) Any record pertaining to pending or actual litigation or investigation or a request under any access and privacy legislation shall not be destroyed until such record is no longer required for such purpose.

5. Role of the Manager, IM

5.1 The Manager, IM shall ensure the following three things are done:

- A) Ensure that all reasonable measures are implemented to promote the preservation, security and destruction of records in this by-law and any legislative requirements.
- B) Ensure that reasonable measures are implemented to protect the Region's records from inadvertent destruction or damage, considering the nature of the record to be protected, including the creation of new classification codes and retention periods pending Council approval.
- C) When any record is deemed to be of archival significance, ensure that such record is transferred to the custody and control of the Regional Archives.

**Town of Whitby****Office of the Town Clerk**

575 Rossland Road East, Whitby, ON L1N 2M8

www.whitby.ca

November 29, 2019

Via Email:

Honourable Steve Clark, Minister of Municipal Affairs and Housing
steve.clark@pc.ola.org

Re: Gas Tax Funds

Please be advised that at a meeting held on November 25, 2019, the Council of the Town of Whitby adopted the following as Resolution # 322-19:

Whereas Canada has responded to the climate change emergency through commitments to a zero carbon future;

And Whereas there are global and national shifts in reducing greenhouse gas emissions from transportation by reducing reliance on fossil fuel powered vehicles; and,

And Whereas the Gas Tax Funds, which are permanent and much valued sources of funding for municipal infrastructure priorities, derives funding from fossil-fuel taxation, the use of which will be reduced in the coming years as dependence on them decreases. Now therefore be it resolved:

1. That the Council of the Town of Whitby requests the Federal Government and Provincial Government ensure that funding for municipalities through their Gas Tax Funds remains sustainable to facilitate effective service delivery and infrastructure maintenance by having the funds supplemented through means other than the taxation of gas and diesel;
2. That the Federal Government and Provincial Government consider renaming their Gas Tax Funds to reflect more sustainable sources of funding;
3. That the Federal Government and Provincial Government consider providing a set dollar amount or an increasing percentage of revenue to municipalities as the reliance on fossil fuels is reduced; and,
4. That the Clerk be directed to circulate this resolution to the Region of Durham, Durham Region local municipalities, MPP Lorne Coe, MP Ryan Turnbull, AMO and FCM.

Should you require further information, please do not hesitate to contact the Planning and Development Department at 905.430.4306.



Kevin Narraway
Manager of Legislative Services/Deputy Clerk

Copy: R. Saunders, Commissioner of Planning and Development

M.P. Ryan Turnbull - Ryan.Turnbull@parl.gc.ca

M.P.P. Lorne Coe - lorne.coe@pc.ola.org

Ralph Walton, Regional Clerk, Region of Durham - clerks@durham.ca

Association of Municipalities of Ontario (AMO) (General)

amo@amo.on.ca

Federation of Canadian Municipalities - info@fcm.ca

N. Cooper, Director of Legislative and Information services, Town of Ajax -

Nicole.cooper@ajax.ca

B. Jamieson, Township of Brock - bjamieson@townshipofbrock.ca

A. Greentree, Municipal Clerk, Municipality of Clarington - clerks@clarington.net

M. Medeiros, City Clerk, City of Oshawa - mmedeiros@oshawa.ca

S. Cassel, City Clerk, City of Pickering - clerks@pickering.ca

J. Newman, Municipal Clerk, Township of Scugog - jnewman@scugog.ca

D. Leroux, Clerk, Township of Uxbridge - dleroux@town.uxbridge.on.ca



The Regional Municipality of Durham Report

To: Finance and Administration Committee
From: Commissioner of Finance
Report: #2020-F-01
Date: January 14, 2020

Subject:

2020 Transit Strategic Issues and Financial Forecast Report

Recommendation:

That the Finance and Administration Committee recommend to Regional Council:

- A) That the 2020 Transit Strategic Issues and Financial Forecast Report be approved and forwarded to the 2020 Business Planning and Budget deliberations;
- B) That, effective May 1, 2020, the following transit fare increases be implemented, estimated to generate approximately \$270,000 in new fare revenue in 2020 based on DRT's ridership forecast of 11.25 million:
 - i) The Adult single-ride PRESTO and Ticket fares to increase by \$0.05 from \$3.20 to \$3.25;
 - ii) The Youth single-ride PRESTO and Ticket fares to increase by \$0.05 from \$2.85 to \$2.90;
 - iii) The Senior and Child (if applicable subject to recommendation C) single-ride PRESTO and Ticket fares to increase by \$0.05 from \$2.10 to \$2.15;
 - iv) The Adult and Youth Cash fare to increase by \$0.25 from \$3.75 to \$4.00; and,
 - v) The Senior and Child (if applicable subject to recommendation C) Cash fare to increase by \$0.25 from \$2.50 to \$2.75.
- C) That the requirement for children riding free to be accompanied by a fare paying customer be removed, allowing all children 12 years of age and younger to ride transit free of charge effective March 1, 2020;

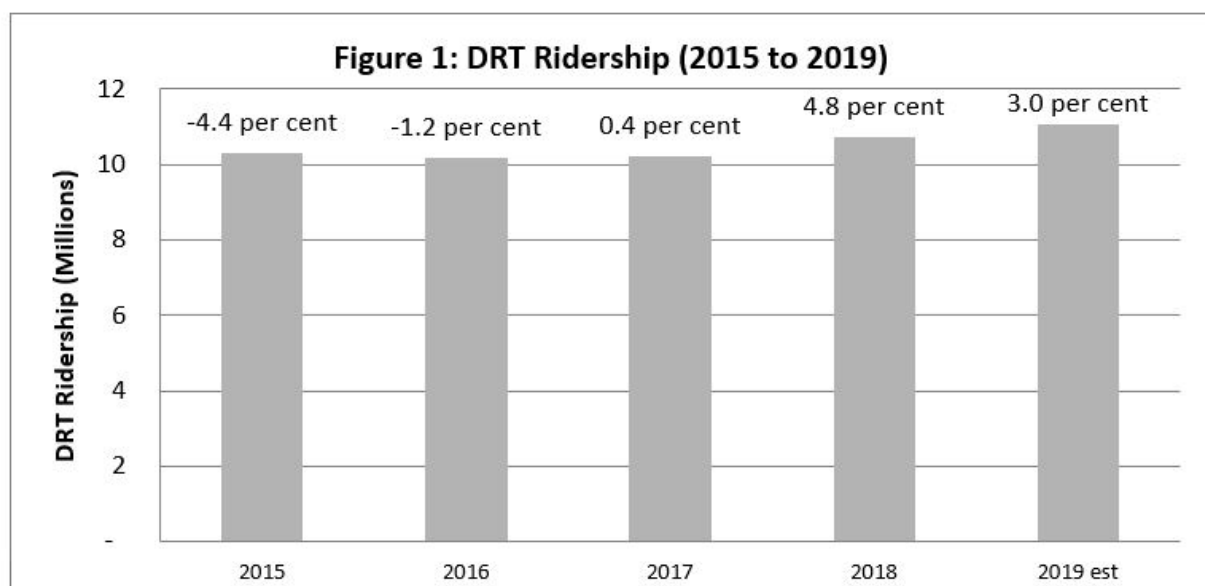
- D) That, as a result of Kids Ride Free being made permanent and subject to the requirement for children riding free to be accompanied by a fare paying customer being removed, all Child Ticket and Pass sales, PRESTO Child fares and the Ride-to-Read program be eliminated effective May 1, 2020; and,
- E) That the Treasurer and General Manager of Durham Region Transit be authorized to execute a one-year extension to the existing U-Pass agreement with Durham College, Ontario Tech University and Trent University (Durham Campus), including a two per cent increase in the fee per eligible student from \$139.00 per semester to \$141.75 per semester for the period of September 1, 2020 to August 31, 2021.
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Report:**1. Introduction**

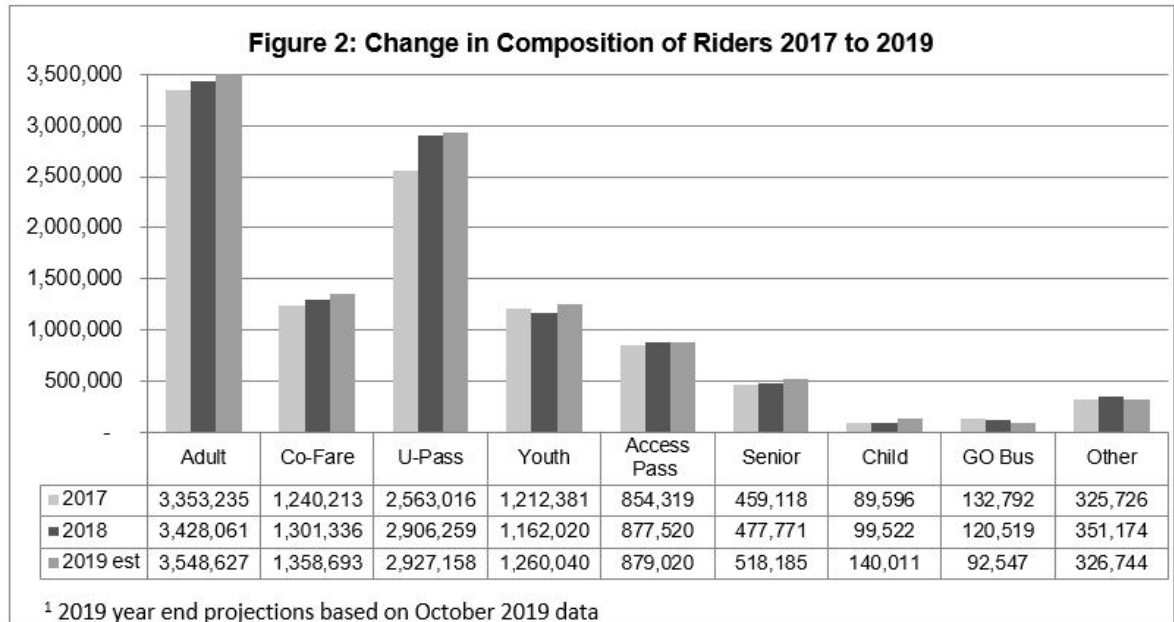
- 1.1 The 2020 Durham Region Transit (DRT) Strategic Issues and Financial Forecast Report provides an overview of DRT's short term and long term service and investment priorities in keeping with Regional and organizational objectives. This includes investment in long term strategic planning, advancing new infrastructure and service models, and continuous improvements in safety, access and the customer experience. The report also highlights operational and financial implications, pressures and risks facing DRT.
- 1.2 The Region's vision of an integrated transportation system as set out in the Strategic Plan, Regional Official Plan and Transportation Master Plan (TMP), will continue to be pursued through ongoing collaboration amongst DRT, Regional Departments (including Planning, Finance and Works Departments), Provincial and Federal governments, and local area municipalities. The TMP, a multi-modal plan establishing Durham's strategy for achieving an integrated transportation network, seeks to elevate the role of public transit in addressing the Region's growth-related transportation impacts through 2031 recognizing the role of transit in "building a healthier and more inclusive community."
- 1.3 Improving transit access and availability are also instrumental to advancing other strategic priorities of Durham Region, including the Economic Development Strategy and Action Plan, Multi-year Accessibility Plan, Age-Friendly Strategy and Action Plan, Community Climate Change Local Action Plan, and the Durham Community Energy Plan.
- 1.4 A similar report was presented to the Durham Region Transit Executive Committee meeting of January 8, 2020.

2. Transit Ridership Trends

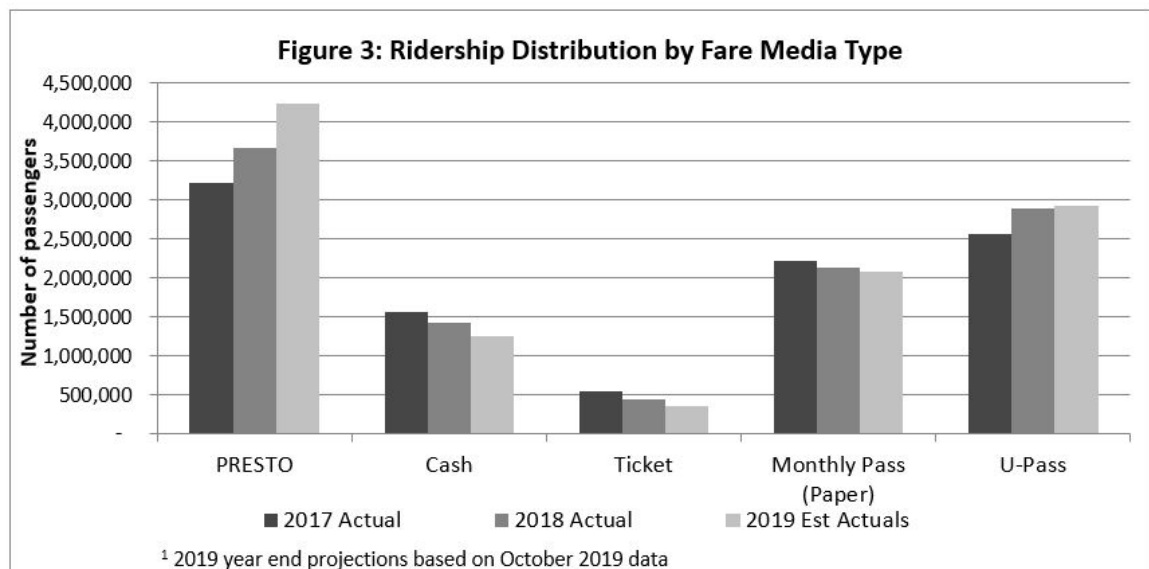
- 2.1 Nationally, transit ridership in Canada observed strong growth of 2.4 per cent in 2018 compared to 2017. Influencing factors that contributed to notable increases include improved efficiency and expansion of service along with rising student populations and economic growth. However, overall ridership within the Greater Toronto and Hamilton Areas (GTHA), which makes up one-third of the national ridership, observed a decrease of one per cent over the same period. For 2019 transit ridership within the GTHA is trending toward modest growth.
- 2.2 Transit ridership on DRT is projected to reach 11.05 million representing a 3.0 per cent increase in riders over 2018 and DRT's highest ever ridership total. Figure 1 compares ridership totals over the past five years:



- 2.3 Increases in DRT ridership were observed in almost all categories with the exception of One Fare routes and other unclassified rides. Child ridership observed the greatest percentage increase in customers (40.7 per cent) as a direct result of the Kids Ride Free program introduced in May 2019. Other significant increases include Seniors (8.5 per cent) followed closely by Youth ridership which increased 8.4 per cent over 2018 breaking the trend in declining youth rides since 2011. This change is largely attributable to promotional incentive programs including the Summer 2-for-1 and Y10 (Youth 10 month) loyalty pass program introduced in September 2019. Adult ridership observed the greatest number of new rides (approximately 120,000 or 3.5 per cent increase), most significantly in the latter half of 2019 along with co-fare customers. Figure 2 illustrates changes in ridership by fare category over the past three years.



Throughout 2019 DRT customers continued to adopt PRESTO cards, increasing its share of fare media to 38 per cent from 34 per cent in 2018. This increase was supported through the introduction of new PRESTO-based fare incentives including the Y10 youth loyalty program and the Transit Assistance Program (TAP). It is also a reflection of customer preference for the convenience of electronic fare cards enabling seamless travel between transit systems. Overall, PRESTO (38 per cent) and U-Pass (27 per cent) continue to see growth in their market share of fare media in 2019 while paper passes (19 per cent), tickets (three per cent) and cash (11 per cent) have steadily declined. Figure 3 provides a breakdown in ridership distribution by fare media type from 2017 to 2019.



- 2.4 Understanding how new technologies and service models can integrate with and advance public transit options in Durham is key to meeting customer expectations and improving service delivery in both urban and rural areas of the region. Keeping pace with rapid changes in the transit industry and broader transportation sector is an ongoing challenge for transit agencies, including advancements in alternative propulsion vehicles (e.g. electric), autonomous and connected technologies and real time On Demand services. DRT continues to assess the operational, environmental, financial and safety risks and benefits associated with emerging technologies including collaborating with government and industry partners to pilot initiatives.
- 2.5 DRT also continues to work with transit agencies throughout the Greater Toronto and Hamilton Area (GTHA), as well as representatives of the Province, to advance fare and service integration opportunities. Through the Fare Integration Forum, agencies are championing the case for fare and service integration, where appropriate, including aligning of concessions and fare products and payment experiences across the GTHA, and identifying and implementing new approaches to improve integration and removing duplication on specific cross-boundary corridors as building blocks for broader integration, placing the focus on the customer experience, ridership and revenue.

3. 2019 Achievements

- 3.1 In addition to the strong ridership growth realized in 2019, DRT had a number of highlights over the course of the year, including:
- a. Launch of new fare incentive initiatives including Kids Ride Free (May), Youth Summer 2-4-1 Pass (July), Y10 Youth 10-month Loyalty Pass (September) and the Transit Assistance Program (TAP) pilot (November);
 - b. Improving access to On Demand service which included expansion of service into Brock Township, scheduling of curb to curb trips, and reduction in the lead time required to book trips, contributing to a 400 per cent increase in On Demand ridership through November 2019 compared to 2018;
 - c. Initiation of the Rural Service Review examining new and innovative service models for enhancing transit services in rural and low demand areas of the region;
 - d. Expansion of four new conventional buses and three On Demand/Specialized Service vehicles, and procuring DRT's first six articulated buses scheduled to arrive in 2020;

- e. 37 new bus shelters installed, and 70 hard surfacing completed, increasing DRT's total of fully accessible bus stops to 84 per cent;
- f. Completion of the rehabilitation of DRT's Raleigh garage in Oshawa providing indoor storage for 72 buses;
- g. Submission of 14 transit projects for federal and provincial funding under the Investing in Canada Infrastructure Program (ICIP) totaling \$237 million in eligible expenditures;
- h. Approval of funding for the acquisition of DRT's first battery electric buses and charging infrastructure totaling \$10.1 million from a one-time federal gas tax allocation to the Region; and
- i. Outreach and promotion of DRT services through hosting and/or attendance at 24 public information centres, drop-in sessions and community events throughout Durham.

4. Operating and Financial Opportunities and Pressures

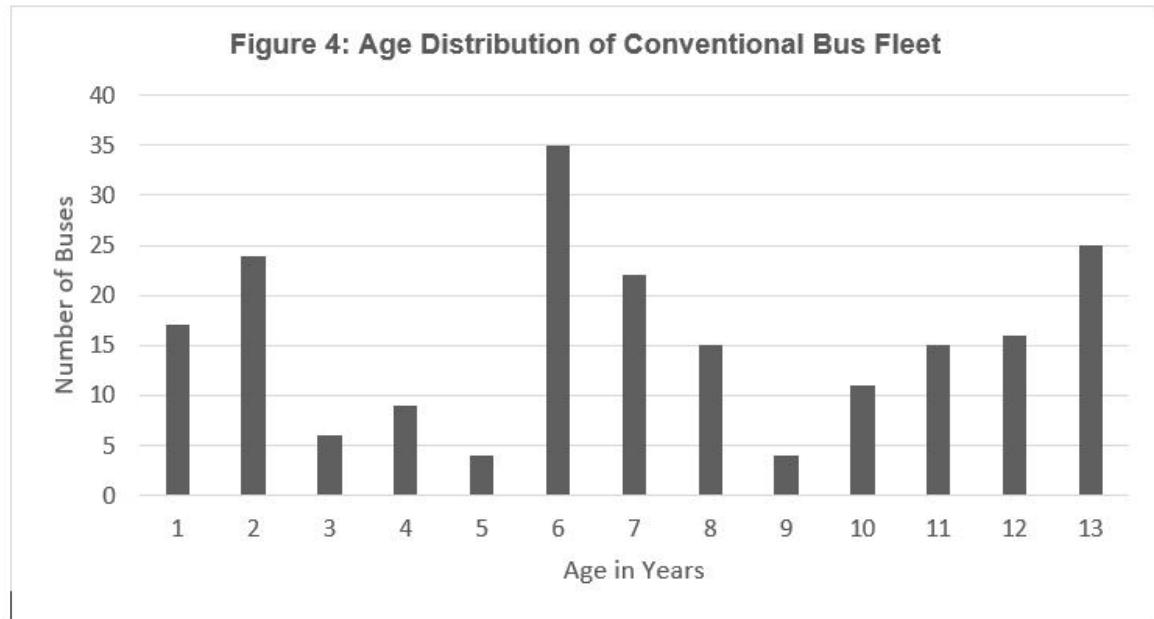
4.1 Moving forward, DRT continues to face a number of significant operating and financial pressures impacting its ability to expand services to growth areas, enhance current services and address capacity constraints on the network. Managing these pressures requires reallocating service hours from lower performing services.

4.2 Revenue Service – Keeping pace with Durham's rapid growth by expanding and/or intensifying transit services remains a key challenge for DRT. Routes are reviewed annually based on their performance and opportunities are reviewed to simplify the network by removing duplication of services where alternate services are provided in proximity. Services and trips identified as part of the review are reallocated elsewhere in the network to address capacity constraints and growth.

For 2020, a number of service related initiatives are proposed to expand service to new areas, and to increase capacity and availability of service. DRT route performance for 2019 is summarized in Attachment 1. Attachment 2 identifies the proposed service plan changes for 2020. Highlights of the service plan include service enhancements to the Frequent Transit Network and PULSE (including the introduction of articulated buses), the introduction of DRT service on Highway 2 between downtown Oshawa and Clarington (to provide public transit service resulting from Metrolinx cancelling GO bus Route 90), improved connections to Lakeshore East GO services, new peak time service to key growth areas in

Seaton, Kedron and West Whitby, expanded On Demand service throughout all rural areas of the Region, and piloting of new first mile/last mile service options.

- 4.3 Revenue cost ratio and fares – DRT’s revenue cost ratio has continued to decline over the past four years from 39 per cent in 2015 to 36 per cent in 2018. This is attributable in part to inflationary costs associated with transit operations, extending services to new growth areas, and revenue growth that has not kept pace with expenses. DRT cash fares have not increased since 2016, a period of more than three and a half years. At the same time new fare incentives launched in 2019, while contributing to increased ridership, have not generated significant revenue growth. At the December 4, 2019 meeting of TEC, DRT introduced a Long Term Fare Strategy to accelerate the transition to PRESTO electronic fare payment. As part of the strategy to incentive PRESTO use, and further to the launch of multiple fare initiatives for vulnerable customer groups such as children, youth and social assistance recipients, DRT is recommending fare adjustments in 2020 towards achieving the target price differential of \$1.00 between cash and PRESTO single ride fares outlined in the strategy.
- 4.4 Fleet – DRT’s conventional fleet replacement plan sets a replacement schedule to achieve a target fleet age of seven years to efficiently deliver service while minimizing the risk of fleet failure. The average age of the current fleet of 203 buses is 7.5 years. Over the past three years DRT has acquired 47 new buses, and currently maintains only 25 buses over 12 years of age (the expected useful life of the bus). However, DRT continues to face significant pressure on major repairs from the large share of its fleet at or approaching mid-life when conventional buses require powertrain refurbishment (see Figure 4). This challenge may be exacerbated in 2020 due to uncertainty with Ontario Gas Tax funding and the timing of provincial and federal approvals under the Investing in Canada Infrastructure Program (ICIP) that may delay 2020 bus purchases, requiring buses to be maintained in service which are currently scheduled to be retired.



4.5 Facilities – DRT also needs to invest in facility repair and expansion in order to keep pace with growth, accommodate fleet expansion and support efficient operations. This includes safety related upgrades at DRT’s Westney depot in Ajax and the replacement of the nearly 60 year old administrative building at 710 Raleigh Avenue in Oshawa. Over the next five years, DRT has also identified a need for a new Indoor Bus Storage/Service Facility (at a cost of \$80 million in 2023) and a new Transit Facility in Seaton (at a cost of \$25 million in 2025).

5. Priorities for 2020 and Beyond

5.1 In 2020 DRT is setting the stage for the future of transit in Durham Region through investment in improved access, connections and performance and enhanced services.

5.2 **Improving access** is about making it easier for customers to access and use transit services in Durham by addressing physical, technical, regulatory and financial barriers, such as:

- a. Continued hard surfacing of bus pads towards 2025 AODA timeline, including 259 existing bus stops by 2024 (funding to support bus stop infrastructure program submitted for approval under the Investing in Canada Infrastructure Program);
- b. Installation of 118 accessible shelters with seating and lighting, and new solar-powered lighting retrofits in 258 existing shelters by 2024 (funding to support bus stop shelter installations submitted for approval under the

Investing in Canada Infrastructure Program);

- c. Continuation of the specialized service eligibility review process for existing specialized service customers to support the introduction of an integrated delivery model that leverages accessible conventional DRT services;
- d. Replacement of all PRESTO devices and sales terminals with upgraded equipment providing improved functionality (e.g. reduced card loading delays for on-line transactions) and accessibility features including larger and brighter screens (submitted for funding approval under the Investing in Canada Infrastructure Program);
- e. Removal of the requirement for children to be accompanied by a fare paying passenger in order to qualify to ride DRT for free. This will ensure all children aged 12 and under benefit from the program, ensures the policy is consistent with GO Transit and the TTC benefiting customers transferring between agencies, and eliminates operational challenges experienced by DRT customers. Removing the requirement will also enable DRT to eliminate all child fares and concessions from its fare structure, including single ride tickets, cash fares and monthly passes;
- f. Ongoing delivery of 2019 fare initiatives including Y10 Youth 10 Month Loyalty Pass and the Transit Assistance Program (TAP) pilot for Ontario Works and Ontario Disability Support Program clients;
- g. Execution of a one-year extension to the existing U-Pass agreement with Durham College, Ontario Tech University and Trent University effective September 1, 2020 through August 31, 2021 with a two per cent price increase; and
- h. Fare adjustments to incentivize the transition to PRESTO electronic fare payment consistent with the DRT Long Term Fare Strategy (adopted by TEC at its meeting on December 4, 2019) which establishes a target of \$1.00 between standard single ride PRESTO and cash fares to be achieved over the next two to three years.

5.3 **Improving connections** is about advancing the delivery of reliable and efficient rapid transit solutions in Durham and the local transit services that connect with them, in addition to linking new growth areas in the region to the broader transit network, such as:

- a. Ongoing collaboration with Planning, Works, Finance and CAO's Office to

- advance Lakeshore East GO train extension business case for preferred alignment north of Highway 401, related station access plans and delivery strategy, and the establishment of a new Rapid Transit Office;
- b. Installation of median rapid transit lanes on Highway 2 in Pickering by 2027 (submitted for funding approval under the Investing in Canada Infrastructure Program);
 - c. Continued construction of rapid transit dedicated lanes and priority measures on Highway 2 between Ajax and Oshawa by 2027 (submitted for funding approval under the Investing in Canada Infrastructure Program);
 - d. Introduction of PULSE Bus Rapid Transit service on Simcoe Street in Oshawa including the acquisition of eight new BRT buses, installation of PULSE shelters and traffic signal upgrades (submitted for funding approval under the Investing in Canada Infrastructure Program);
 - e. Initiation of planning for future higher order transit on Simcoe Street with a strategic visioning study in 2020, to be followed by initial business case development and environmental assessment in future years (environmental assessment submitted for funding approval under the Investing in Canada Infrastructure Program);
 - f. Introduction of new Route 902 connecting Bowmanville to Oshawa along Highway 2 starting September 2020 to provide public transit service to residents in response to Metrolinx eliminating the existing GO Bus Route 90;
 - g. New On Demand services connecting Uxbridge with York Region, and introducing service to Clarington to connect rural areas to the new Route 902 along with urban areas currently without service;
 - h. Introduction of new peak time service to Seaton (North Pickering), West Whitby and Kedron (North Oshawa) as part of the 2020 Service Plan;
 - i. New service connections to key destinations such as the Rouge National Urban Park and Toronto Zoo starting in 2020;
 - j. Introduction of new service to Durham Live providing regular scheduled weekday and weekend service, subject to financing approvals;
 - k. Strengthening service access to Lakeshore East GO stations through new routes and trips as part of the 2020 Service Plan, including additional trips on

Route 215 Salem North and extension of Route 110 West Pickering to Rouge Hill Station, and Route 410 Olive-Harmony and 411 South Courtice to Oshawa Station during peak periods; and

- I. Piloting innovative first mile/last mile service models to GO stations in partnership with Metrolinx and local municipalities, including a one-year trial of automated shuttle technology with the Town of Whitby (per Report #2019-DRT-12).

5.4 **Improving performance** is about continuous improvement and modernization leveraging new technologies, training and resources to enhance the customer experience, asset management and workplace health and safety, including:

- a. Development of a new strategic plan and vision for DRT by 2021, setting the stage for implementation plans and tactics to follow including a new five-year service plan, facility strategy, fleet procurement plan, marketing and communications strategy, technology road map and staffing strategy;
- b. Initiating procurement of DRT's first hybrid electric and battery electric buses and charging infrastructure to inform broader transition of DRT's fleet to low or zero emission vehicles;
- c. Supporting implementation of the Region's new Enterprise Management Maintenance System (EMMS) starting in 2021 including the addition of two new Service Writers;
- d. Initiating development of a Transit Analytics Innovation Platform over a five-year period in collaboration with Corporate IT to provide integrated, self-service data to front line supervisors and staff through custom performance dashboards, data visualizations and other reporting tools (submitted for funding approval under the Investing in Canada Infrastructure Program);
- e. Installation of an advanced fuel and fluid management system to integrate electronic monitoring of fuel and other essential fluids across DRT depots (submitted for funding approval under the Investing in Canada Infrastructure Program);
- f. Implementation of a pilot to evaluate on-board protective shields for bus operators in 2020, with full roll-out across the bus fleet from 2021 to 2022 (submitted for funding approval under the Investing in Canada Infrastructure Program); and

- g. New Safety Coordinator to conduct regular safety audits of DRT facilities and workplaces and to ensure comprehensive records management in accordance with legislative and regulatory requirements.

5.5 **Enhancing service** is about ensuring that the services we offer every day continue to evolve to meet customer expectations for safety, comfort, timely communication, and reliability, such as:

- a. Completing the Rural Transit Review and initiating a pilot of new service model(s) for Durham's rural areas and communities;
- b. Enhancing communication with customers based on feedback about how DRT can best communicate information to the community and customers;
- c. Enhancements to the Frequent Transit Network, accounting for 62 per cent of boardings across DRT's network, including additional capacity on Route 915 Taunton, the introduction of articulated buses on PULSE 900 Highway 2, and the expansion of the Frequent Transit Network to include Route 410 Olive-Harmony;
- d. Maintaining a modern, efficient fleet to meet service needs including the procurement of 13 replacement Bus Rapid Transit buses over the next three years (including six in 2020), two additional articulated buses in 2020, 11 replacement conventional hybrid electric buses in 2020 and 16 replacement On Demand vehicles over the next four years (including four in 2020) (submitted for funding approval under the Investing in Canada Infrastructure Program);
- e. Investing in asset management of the existing fleet to maintain a state of good repair within the current age profile of vehicles approaching mid-life engine and transmission replacement;
- f. Upgrading of on-board destination signs over the next two years with brighter and more accessible digital signs to improve customer messaging capabilities (submitted for funding approval under the Investing in Canada Infrastructure Program); and
- g. Aligning DRT facilities to support efficient operations including finalizing land acquisition in 2020 for a new storage and maintenance facility in North Oshawa/Whitby area to be constructed in 2023, completion of the demolition of the old maintenance garage at DRT's Raleigh depot in Oshawa and demolition and re-build of the Oshawa administrative building (submitted for

funding approval under the Investing in Canada Infrastructure Program).

6. Financial Implications and Outlook

- 6.1 Service Adjustments – The proposed 2020 service plan includes an increase of 305 revenue service hours in 2020 (12,064 revenue service hours on an annual basis) and an expansion of 46 per cent of the On Demand service area, resulting in approximately \$408,000 in additional net operating costs. The introduction of a new Highway 2 service between downtown Oshawa and Clarington in September 2020, resulting from the cancellation of the One Fare agreement, is included in the service plan and significantly impacts the budget requirement. The service plan also includes non-revenue hours associated with articulated bus driver training (\$240,000) to support deployment of the vehicles on the PULSE 900 Highway 2 service by September 2020. The annualized impact of service adjustments in 2020 is approximately \$1.0 million in net operating costs.

Over the forecast period, service will continue to be optimized to realize efficiencies and enhancements to meet growth needs.

- 6.2 Investing in Canada Infrastructure Program (ICIP) – Attachment 3 summarizes expenses related to the submitted ICIP project applications (Report #2019-DRT-20), as well as proposed sources of financing for the Region's share of program eligible costs and ineligible costs (land and implementation staffing). Through ICIP, the Region is anticipated to qualify for \$174 million in senior level funding. Regional project costs, totaling \$103 million are proposed to be financed using Roads Development Charges (\$36 million), Reserve Funding (\$54 million), Transit Development Charges (\$1.3 million), Provincial Gas Tax revenues (\$10 million), and debenture (or other reserves) financing for the Region's share of facility rebuilding (\$1.2 million). Under ICIP parameters, eligible project costs cannot be incurred prior to provincial and federal approval of application submissions. The timing of project approvals therefor represents a risk to project completion timelines.
- 6.3 Provincial Gas Tax – In its 2019 annual budget, the Province of Ontario announced it will not move forward with the previous government's proposed plan to increase gas tax funding for municipal transit from two cents per litre to four cents per litre by 2021/2022. Under the previous plan, it was anticipated that Durham's allocation would increase from \$8.9 million in 2018/19 to \$15.6 million in 2021/2022 (#2019-DRT-4).

The province is currently reviewing the Provincial Gas Tax program parameters to identify opportunities for improvement. Staff have provided input to that review,

including a request for increased gas tax funding for municipal transit. Staff will provide updates to TEC on the province's review as they become available.

- 6.4 Fare Revenues – Consistent with DRT's Fare Strategy described in Report 2019-DRT-25 to TEC on December 4, 2019, DRT is proposing an increase in all cash fares of \$0.25 effective on May 1, 2020 to encourage further adoption of electronic fare payment through PRESTO.

PRESTO and ticket single-ride fare increases are also proposed for May 1, 2020 to help mitigate PRESTO fee increases and maintain DRT's revenue-cost ratio within target range (i.e., 35 to 40 per cent), as follows:

- Adult single-ride PRESTO and Ticket fares be increased by \$0.05 from \$3.20 to \$3.25;
- Youth single-ride PRESTO and Ticket fares be increased by \$0.05 from \$2.85 to \$2.90;
- Senior single-ride PRESTO and Ticket fares be increased by \$0.05 from \$2.10 to \$2.15; and,
- Child single-ride PRESTO and Ticket fares be increased by \$0.05 from \$2.10 to \$2.15 if applicable should the requirement for children riding free to be accompanied by a fare paying passenger not be removed.

The proposed fare increases are estimated to generate approximately \$270,000 in new revenue for 2020 based on the ridership forecast of \$11.25 million passengers. This is offset by an estimated \$300,000 revenue impact from continuation of the Transit Assistance Program pilot for social assistance recipients throughout 2020.

Should the anticipated 1.8 per cent growth in ridership not materialize in 2020 or should a greater share of riders choose single-ride PRESTO or Ticket payment options than anticipated, fare revenues may fall below estimates. Furthermore, DRT implemented a number of fare incentive programs throughout 2019 for which annual participation is still unknown. Uncertainty around the participation in these programs also represents a risk to the fare revenue forecast.

- 6.5 U-Pass – Additional revenues of approximately \$60,000 are also expected from a two per cent increase in the U-Pass fee from \$139.00 per semester to \$141.75 effective September 1, 2020. To implement this adjustment DRT is seeking approval to execute a one-year extension to the existing U-Pass agreement for

the period of September 1, 2020 through August 31, 2021. The one-year extension allows time for DRT and the post secondary institutions to consider the implications of provincial changes to the new tuition and ancillary fee guidelines issued by the Ministry of Training, Colleges and Universities on student transit pass programs, and to work collectively towards a longer term extension under the guidelines that satisfies the interests of all parties.

- 6.6 Capital Forecast – Although DRT will be replacing 32 of its 206 40-foot buses, and 16 of its 32 specialized vehicles through ICIP and one-time Federal Gas Tax funding over the next three years (Report #2019-DRT-20 and Report #2019-COW-31), vehicle replacement will represent a financing challenge within the capital forecast. It is estimated that DRT must replace 16 vehicles annually to maintain its current average fleet age (7.5 years) at a cost of approximately \$10 million per year. Meanwhile, DRT’s annual Provincial Gas Tax allocation was approximately \$8.9 million in 2019, with approximately \$2.6 million used to fund operating costs including engine repairs.

A similar significant financing challenge is the need for capital to meet growth demands in the Region over the forecast period. If the growth forecasts of the Transit Development Charge Background study are achieved, DRT will be required to expand its fleet significantly.

The proposed 2020 capital program and forecast includes \$145 million in expansion facility costs, including an estimated \$80 million in construction costs for a storage and maintenance facility planned for 2023. Debt charges relating to major facility expansion plans may impact DRT’s future operating budgets.

Table 1 provides a summary of the proposed 2020 capital program and forecast and financing with the exception of projects to be funded through ICIP. Increased property tax or other sources of funding will be required to fully finance the forecasted capital needs.

Table 1: Proposed 2020 and 2021-2029 Forecast Capital Program Summary, Excluding ICIP Projects

EXPENSES	CAPITAL FORECAST (\$000's)											
	PROPOSED	FORECAST										TOTAL
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
GROWTH RELATED CAPITAL												
Growth Vehicles (and outfitting)	40	5,631	5,161	5,841	6,522	11,407	9,923	12,644	5,840	3,922		66,931
Growth Facilities	3,768	250	-	80,000	-	25,000	-	37,300	-	-	-	146,318
Bus Stop Infrastructure	-	1,620	5,660	5,360	360	360	360	360	360	610	-	15,050
Subtotal	3,808	7,501	10,821	91,201	6,882	36,767	10,283	50,304	6,200	4,532		228,299
SYSTEM IMPROVEMENT CAPITAL	1,206	2,560	8,500	1,184	4,461	560	560	560	560	560		20,712
REPLACEMENT / REHABILITATION CAPITAL												
Vehicle Replacement and Refurbishment	9,760	4,919	10,440	11,744	12,177	12,137	13,168	13,310	12,217	12,417		112,288
Facilities Rehabilitation	148	962	-	11	25	-	-	-	-	-		1,146
Subtotal	9,908	5,881	10,440	11,755	12,202	12,137	13,168	13,310	12,217	12,417		113,434
TOTAL EXPENSES	14,922	15,942	29,761	104,140	23,544	49,464	24,010	64,175	18,977	17,509		362,445
FINANCING												
CAPITAL PROGRAM FINANCING												
Property Taxes	1,013	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184		11,669
Development Charges-Residential	1,787	3,520	5,077	42,792	3,229	5,521	4,825	23,603	2,909	2,127		95,388
Development Charges-Non Residential	803	1,581	2,281	19,225	1,451	2,480	2,168	10,604	1,307	955		42,855
Ontario Gas Tax Revenue	-	5,339	5,888	6,239	7,256	7,256	7,256	7,256	7,256	7,256		61,001
Debentures	1,200	-	-	25,600	-	16,000	-	11,936	-	-		54,736
Other	10,120	-	-	-	-	9,000	-	-	-	-		19,120
Additional Financing Required	-	4,318	15,330	9,101	10,425	8,022	8,578	9,592	6,321	5,987		77,675
TOTAL FINANCING	14,922	15,942	29,761	104,140	23,544	49,464	24,010	64,175	18,977	17,509		362,445

Note: Capital expenditures and financing are subject to annual council approvals. ICIP project expenses and financing are shown in Attachment 3.

The Region's 2019-20 Provincial Gas Tax allocation amount is currently unknown. Confirmation of the amount is expected in January 2020. Provincial Gas Tax funding is proposed to be fully utilized for financing the Region's share of ICIP project costs (as shown in Table 2 of Attachment 3) and DRT operating costs in 2020.

Other Funding includes \$10.1 million in one-time Federal Gas Tax Funding in 2020, \$20,000 in anticipated electric vehicle charging infrastructure grant funding in 2020, and \$9 million in developer contributions for the Seaton Facility in 2025.

7. Conclusion

- 7.1 DRT will continue to monitor ridership and route performance and pursue initiatives to grow ridership.
- 7.2 Upon approval of this report, DRT will work to implement the policy and fare adjustments recommended in this report and execute the recommended extension to the current U-Pass agreement.
- 7.3 DRT, together with the Finance and Works Departments, will also continue to work with the provincial and federal governments to finalize approvals for ICIP project funding as soon as possible.
- 7.4 A similar report was presented to the Durham Region Transit Executive Committee meeting of January 8, 2020.

8. Attachments

Attachment #1: 2019 Route Performance

Attachment #2: 2020 Service Hour Changes

Attachment #3: Proposed 2020 and 2021-2029 Forecast Capital Program

Respectfully submitted,

Original Signed By

Nancy Taylor, BBA, CPA, CA
Treasurer, DRT

Recommended for Presentation to the Committee

Original Signed By

Elaine C. Baxter-Trahair
Chief Administrative Officer

Attachment #1: 2019 Route Performance

Routes	Time	Service Change in 2019	Total Boardings Jan – Nov 2019	Revenue Service Hours Jan – Nov 2019	Boardings Per Hour
Frequent					
401 - Simcoe	All	Yes	1,650,974	27,155.06	60.80
PULSE 900 Highway 2	All	Yes	2,823,883	59,964.24	47.09
915 – Taunton	All	Yes	1,284,509	27,565.52	46.60
216 - Harwood North	All	Yes	330,683	7,925.57	41.72
405 - Wilson	All	Yes	439,700	13,666.21	32.17
407 - Ritson Colonel Sam	All	Yes	440,159	14,066.99	31.29
120 - Whites	All	Yes	177,335	6,041.87	29.35
916 - Rossland	All	Yes	709,942	24,269.41	29.25
224 - Harwood South - Salem South	All	Yes	318,128	12,028.24	26.45
302 - Baldwin - Brock	All	Yes	283,693	12,527.37	22.65
Local					
910 - Campus Connect	All	Yes	626,804	13,108.72	47.82
417 - Conlin	All	No	212,349	4,744.96	44.75
402 - King	All	No	311,408	7,382.96	42.18
420 - Britannia West	Weekday	Yes	30,355	786.59	38.59
403 - Park	All	Yes	321,626	8,814.20	36.49
410 - Olive Harmony	All	No	309,120	8,691.62	35.57
215 - Salem North	Weekday	No	36,132	1,039.71	34.75
422-Simcoe - Bloor	Weekday	Yes	64,979	2,212.47	29.37
101 - Bay Ridges	All	Yes	65,309	2,387.11	27.36
219 - Ravenscroft	All	Yes	155,067	5,877.16	26.38
112 - Brock	All	Yes	189,673	7,578.82	25.03
223 - Bayly	All	Yes	329,265	13,648.07	24.13
409 - Garrard	All	Yes	7,648	3,215.66	23.71

Routes	Time	Service Change in 2019	Total Boardings Jan – Nov 2019	Revenue Service Hours Jan – Nov 2019	Boardings Per Hour
232 - Church	All	Yes	84,848	3,646.37	23.27
305 - Thickson	All	Yes	144,391	6,309.71	22.88
310 - Winchester	All	Yes	43,324	1,974.02	21.95
412 - Adelaide	All	No	200,085	9,280.22	21.56
411 - South Courtice	All	No	200,714	9,671.36	20.75
110 - Finch West	All	Yes	136,874	7,039.02	19.45
103 - Glenanna	Weekday and Saturday	Yes	84,390	4,382.74	19.26
308 - Whitby Shores	All	Yes	59,444	3,090.44	19.23
225 - Audley North	All	Yes	170,746	9,283.91	18.39
226 - Westney South	All	Yes	63,406	3,503.44	18.10
303 - Garden	All	No	80,379	4,552.10	17.66
502 - North Bowmanville	All	No	47,016	2,710.47	17.35
301 - West Lynde	All	No	86,876	5,207.68	16.68
304 - Anderson	All	Yes	108,816	6,796.82	16.01
312 - Central Whitby	All	Yes	72,327	4,554.90	15.88
111 - East Pickering	All	Yes	91,869	6,085.73	15.10
217 - Monarch	All	Yes	75,036	4,975.84	15.08
408 - Garrard	Weekday	Yes	24,069	1,666.21	14.45
406 - Wentworth	All	Yes	29,936	2,089.45	14.33
107 - Rosebank	Weekday	No	15,304	1,080.06	14.17
922 - Bloor-Townline	Weekday	Yes	68,804	5,894.79	11.67
501 - South Bowmanville	All	No	38,087	3,398.51	11.21
950 - Reach - Simcoe North	All	Yes	56,958	5,892.08	9.67
603 - Pickering – Port Perry	Weekday	Yes	6,624	1,812.50	3.65
960 - Newmarket - Uxbridge	Weekday	No	1,992	921.05	2.16
601 - Beaverton – Uxbridge	Weekday	Yes	2,272	1,239.88	1.83

Routes	Time	Service Change in 2019	Total Boardings Jan – Nov 2019	Revenue Service Hours Jan – Nov 2019	Boardings Per Hour
Community					
291/292 - Ajax Community Route	All	Yes	83,807	5,164.44	16.22
193 - Pickering Community Route	Weekday and Saturday	No	13,757	1,179.19	11.67
414 - Oshawa Community Route	Weekday	No	5,833	775.56	7.52
506 - Clarington Community Route	Weekday	No	3,733	843.70	4.42
651 / 652 / 653 / 654	All	Yes	733	N/A	N/A

Attachment #2: 2020 Service Hour Changes**Service Increase**

Route(s)	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
101	April	Service extended to Pickering Parkway Terminal.	293	394
110	April	Weekday peak period service extended to Rouge Hill Station. Two-way service in the Pine Ridge area.	802	1,086
112	April	Routing modified to serve Pickering Parkway Terminal and the Fieldlight neighbourhood.	613	834
215	April	Additional weekday AM peak trips.	183	249
223	April	Sunday service west of Ajax Station improved to every 30 minutes.	230	310
291	April	Service extended to Ajax Station. Additional weekday peak and Sunday trips.	6,309	8,566
304	April	All trips will operate between Whitby Station and Ontario Tech / Durham College North Campus.	576	784

Service Increase (continued)

Route(s)	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
403	April	Additional resources added to improve service reliability.	366	498
405	September	New trips added.	29	83
410	April	Weekday peak period service extended to Oshawa Station. Sunday service improved to every 30 minutes until 19:00.	1,144	2,113
411	April	Weekday peak service to operate via Oshawa Station.	641	872
422	April	Service extended to Whitby Station.	1,418	1,930
910	April	Service extended to Ajax Station along Bayly Street.	1,592	2,166
915	September	Additional trips added during the post secondary period (September to April).	126	258
All	September	Schedule reliability enhancements	154	498
200Z	May	New weekend and holiday service between Ajax Station, the Rouge National Urban Park, and the Toronto Zoo.	407	407
Sub-Total			14,883	21,047

Service Growth

Route	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
112	April	Weekday peak period service extended to the Taunton @ Seaton new growth area.	549	747
304	September	Routing modified to operate into the Windfield Farms community.	483	1,538
315	September	New weekday peak period route, serving the West Whitby new growth area.	943	3,050
417	April	Service modified to operate along Britannia, between Ritson and Simcoe.	0	0
902	September	Route 402 replaced with new route 902 service between Oshawa Station and Bowmanville (King & Simpson) via Highway 2.	6,683	21,214
Sub-Total			8,658	26,549

On Demand

Route	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
South Rosebank On Demand	April	On Demand service replaces route 107 in the South Rosebank area.	718	975
652 Brock – Scugog On Demand	April	Replaced route 601 service.	945	1,281
655 Uxbridge – Mt Albert On Demand	April	Replaced route 960 service.	641	872
657 Clarington On Demand	September	On Demand Service to Newcastle, Orono, Port of Newcastle, and other areas of Clarington.	1,739	5,505
Sub-Total			4,043	8,633

Articulated Bus Introduction

Route	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
PULSE 900 Highway 2	September	Select Monday – Saturday trips will be operated by 18m articulated buses, some weekday tripper trips eliminated.	-254	-822

Innovation

Route	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
Automated Vehicle Shuttle Pilot	June	New weekday midday and weekend Automated Vehicle pilot between Whitby Station and the Port Whitby area.	1,666	1,481
First / Last Mile Station Access Pilot	April	Premium On Demand pilot from anywhere within Pickering, south of Taunton Road, to / from Pickering Station.	725	262
Sub-Total			2,391	1,743

Other

Route	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
312	April	Routing modified to operate on Garden Street, between Taunton and Dundas.	0	0
401 / Pulse 901 Simcoe	December	Route 401 service along Simcoe replaced with PULSE service.	0	0
910	April	Service to be operated from Westney Garage.	0	0

Service Optimization

Route	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
103	April	Weekday midday and Saturday service cancelled.	-1,787	-2,425
107	April	Replaced with On Demand service.	-1,158	-1,576
111	April	Service cancelled.	-5,646	-7,666
112	April	Routing modified to serve Pickering Parkway Terminal.	-29	-39
120	April	2 trips cancelled.	-25	-33
217	April	Saturday service reduced to every 60 minutes.	-287	-385
219	April	Saturday daytime frequency reduced to every 60 minutes.	-238	-319
223	April	Monday – Friday evening and Saturday service reduced to every 60 minutes, east of Ajax Station.	-571	-771
225	April	Monday – Saturday service cancelled after 21:00. Sunday service to begin 1 hour later.	-471	-639
226	April	Replaced with route 291 service.	-3,355	-4,556
232	April	Weekday midday and weekend service replaced with route 291.	-1,917	-2,599

Service Optimization (continued)

Route	Start date	Service Change	Change in Revenue Hours	
			2020	Annual
302	April	Monday – Saturday service after 01:00 cancelled.	-146	-199
303	April	Sunday service to begin one hour later.	-13	-17
304	April	Sunday service to begin one hour later.	-31	-42
308	April	Sunday service to begin one hour later.	-17	-24
380	April	Service replaced with route 910.	-626	-852
402	April	Service replaced with route 902.	-2,782	-8,802
409	April	Monday - Saturday service cancelled after 21:00.	-208	-283
414	April	Service cancelled.	-641	-872
501 / 502	April	Monday - Saturday service cancelled after 18:30. Saturday service reduced to every 60 minutes.	-513	-691
506	September	Replaced with On Demand service.	-300	-971
601	April	Replaced with On Demand service.	-721	-981
915	June	Trips will operate directly between Ajax Station and Harmony Terminal during the summer period.	-530	-530
922	April	Service replaced with routes 411 and 422.	-5,750	-7,824
960	April	Replaced with On Demand service.	-933	-1,270
All	April	Saturday schedule to operate on Easter Monday.	-722	-722
Sub-Total			-29,415	-45,084
TOTAL			305	12,064

Attachment #3: Proposed 2020 and 2021-2029 Forecast Capital Program

Table 1: Proposed 2020 and 2021-2029 Forecast Capital Program, Excluding ICIP

CAPITAL FORECAST (\$000's)													
EXPENSES	PROPOSED		FORECAST						TOTAL				
	2020	2021	2022	2023	2024	2025-2029							
	#	\$	#	\$	#	\$	#	\$	#	\$			
GROWTH RELATED CAPITAL													
Growth Vehicles:													
BRT Buses (60 ft Articulated)	-	-	3	3,171	-	-	-	-	15	15,855	18	19,026	
Conventional Bus Expansion BRT	-	-	-	-	3	2,048	3	2,048	10	6,825	19	12,968	
Conventional Bus Expansion	-	-	3	1,893	4	2,524	5	3,155	6	3,786	27	17,037	
Specialized Mini Bus Expansion	-	-	1	198	1	198	1	198	5	991	9	1,784	
Non Revenue Service Vehicle	1	40	-	-	-	-	-	-	-	-	1	40	
sub-total	1	40	7	5,262	8	4,770	9	5,401	10	6,032	57	40,708	
Growth Vehicle Outfitting													
Additional PRESTO for Growth Buses	-	-	6	84	7	98	8	112	9	126	52	728	
Additional Fareboxes/Radios For Growth Buses	-	-	6	114	7	133	8	152	9	171	52	988	
Additional ITS/Annunciators for Growth Buses (BRT, 40 ft)	-	-	-	-	3	78	3	78	3	78	10	261	
Additional ITS/Annunciators for Growth Buses (Conventional)	-	-	3	49	4	66	5	82	6	98	27	443	
Additional INIT for BRT (Articulated) Growth Buses	-	-	3	105	-	-	-	-	-	15	527	18	633
Additional PRESTO for Specialized Buses	-	-	1	3	1	3	1	3	1	3	5	15	
Trapeze for Specialized Buses	-	-	1	6	1	6	1	6	1	6	5	30	
Gravity Farebox for Specialized Bus	-	-	1	7	1	7	1	7	1	7	5	38	
sub-total	-	-	21	369	24	391	27	440	30	490	171	3,028	
Growth Facilities													
New Indoor Bus Storage/Service Facility	-	3,750	-	250	-	-	80,000	-	-	-	37,300	121,300	
New Facility in Seaton Phase 1	-	-	-	-	-	-	-	-	-	-	25,000	25,000	
Maintenance Garage: Crossbeams for Articulated Buses	-	18	-	-	-	-	-	-	-	-	-	18	
sub-total	-	3,768	-	250	-	-	80,000	-	-	-	62,300	146,318	
Passenger Amenities													
Bus Stop Infrastructure	-	-	-	1,820	-	5,660	-	5,360	-	360	-	2,050	
sub-total	-	-	-	1,820	-	5,660	-	5,360	-	360	-	15,050	
SYSTEM IMPROVEMENT CAPITAL (NON-GROWTH RELATED)													
Transit technology innovations	-	200	-	-	-	-	-	-	-	-	-	200	
Trapeze Software Upgrade	-	-	-	45	-	-	-	-	-	-	-	45	
Radio Transition (New Arrangement NextGen)	-	-	-	2,000	-	-	-	-	-	-	-	2,000	
Trapeze Drivermate Tablets (Specialized Vehicles)	-	-	-	-	-	-	-	-	125	-	-	125	
Smart Technology	-	46	-	315	-	250	-	250	-	1,250	-	2,361	
Harmony Terminal Upgrade	-	60	-	200	-	8,250	-	-	-	-	-	8,510	
Bus Stop Infrastructure	-	-	-	-	-	-	934	-	4,086	-	1,550	6,570	
EV Depot Chargers	4	900	-	-	-	-	-	-	-	-	-	900	
sub-total	4	1,206	-	2,560	-	8,500	-	1,184	-	4,461	-	20,712	
REPLACEMENT / REHABILITATION CAPITAL													
Vehicle Replacement and Refurbishment													
Replacement buses (Conventional, 40 ft Buses)	-	-	6	3,786	11	6,941	16	10,098	16	10,098	64	40,384	
Replacement buses (BRT, 40 ft Buses)	-	-	-	-	3	2,048	-	-	-	-	16	10,920	
Electric Buses	8	9,200	-	-	-	-	-	-	-	-	-	9,200	
Mini Bus Replacement	-	-	-	-	-	-	-	-	-	4	581	4	
Specialized Mini Bus Replacement	-	-	-	-	-	-	-	4	793	16	3,172	20	
Refurbishing of 40ft Buses (Power Train)	-	-	-	1,000	-	1,000	-	1,000	-	1,000	-	9,000	
Refurbishing of Articulated Buses (Accordion)	-	-	-	-	-	-	-	-	-	6	1,350	6	
Non Revenue Service Vehicle Replacement	3	80	1	55	4	240	5	440	2	80	11	815	
sub-total	11	9,280	7	4,841	18	10,229	21	11,536	22	11,969	117	62,022	
Replacement Vehicle Outfitting													
PRESTO/INIT MACD- Decommission/install (Conventional)	-	-	6	78	11	143	16	208	16	208	64	831	
PRESTO/INIT MACD- Decommission/install (BRT, 40ft)	-	-	-	-	3	69	-	-	-	-	16	366	
Bus Re-Purposing (BRT to reg conv)	6	480	-	-	-	-	-	-	-	-	19	434	
INIT Decommission/install for Mini Bus	-	-	-	-	-	-	-	-	-	-	4	480	
sub-total	6	480	6	78	14	211	16	208	16	208	84	1,226	
FACILITIES REHABILITATION:													
Additional Outdoor Lighting Installation (Raleigh)	-	73	-	-	-	-	-	-	-	-	-	73	
Security Power Gates (Raleigh)	-	-	-	200	-	-	-	-	-	-	-	200	
Electric Vehicle (EV) Chargers at Customer Parking Lots	-	75	-	-	-	-	-	-	-	-	-	75	
Replacement of Bus Wash - Westney	-	-	-	750	-	-	-	-	-	-	-	750	
Digital Video Recorder (DVR) Upgrades	-	-	-	-	-	-	11	-	-	-	-	11	
Maintenance Shop Equipment	-	-	-	12	-	-	-	-	25	-	-	37	
sub-total	-	148	-	962	-	-	11	-	25	-	-	1,146	
TOTAL EXPENSES	14,922	15,942	29,761	104,140	23,544	174,135	362,445						
FINANCING													
	2020	2021	2022	2023	2024	2025-2029	TOTAL						
	\$	\$	\$	\$	\$	\$	\$						
REGULAR CAPITAL PROGRAM													
Property taxes	1,013	1,184	1,184	1,184	1,184	5,920	11,669						
Development Charges-Residential	1,787	3,520	5,077	42,792	3,229	38,984	95,388						
Development Charges-Non Residential	803	1,581	2,281	19,225	1,451	17,515	42,855						
Ontario Gas Tax Revenue	-	5,339	5,888	6,239	7,256	36,279	61,001						
Debentures	1,200	-	-	25,600	-	27,938	54,736						
Other	10,120	-	-	-	-	9,000	19,120						
Additional Financing Required	-	4,318	15,330	9,101	10,425	38,501	77,675						
TOTAL FINANCING	14,922	15,942	29,761	104,140	23,544	174,135	362,445						

Capital expenditures and financing are subject to annual council approvals.
 The Region's 2019-20 Provincial Gas Tax allocation amount is currently unknown. Confirmation of the amount is expected in January 2020. Provincial Gas Tax funding is proposed to be utilized for financing ICIP projects and DRT operating costs in 2020.
 Other Funding includes \$10.1 million in one-time Federal Gas Tax Funding in 2020, \$20,000 in anticipated electric vehicle charging infrastructure grant funding in 2020, and \$9 million in developer contributions for the Seaton Facility in 2025.

Table 2: Proposed 2020 and Forecast 2021-2029 ICIP Project Expenses and Financing

	PROPOSED		FORECAST							Total
	2020	2021	2022	2023	2024	2025	2026	2027		
EXPENSES										
Road Work										
Median Transit Lanes (Altona to Notion)	13,400,000	45,900,000	1,400,000	34,000,000	29,570,000	0	0	0	124,270,000	
Curbside Transit Lanes (Ajax, Whitby, Oshawa)	7,600,000	12,700,000	3,100,000	16,695,000	28,700,000	2,900,000	0	0	71,695,000	
Simcoe Street EA	6,000,000	0	0	0	0	0	0	0	6,000,000	
Road Work Total	27,000,000	58,600,000	4,500,000	50,695,000	58,270,000	2,900,000	0	0	201,965,000	
Road Work Staffing	1,810,000	2,619,400	2,669,788	2,721,184	2,470,526	1,593,427	1,307,471	522,652	15,714,448	
Simcoe Street Buses and Shelters										
Simcoe Street Infrastructure (buses & shelters)	6,635,000	0	0	0	0	0	0	0	6,635,000	
Simcoe Street Infrastructure Total	6,635,000	0	0	0	0	0	0	0	6,635,000	
Other ICIP Projects										
Replacement Buses - BRT (13)	4,232,250	3,762,000	1,410,750	0	0	0	0	0	9,405,000	
Growth Buses - BRT Articulated (2)	2,250,000	0	0	0	0	0	0	0	2,250,000	
Replacement Buses - Conventional Hybrid (11)	9,900,000	0	0	0	0	0	0	0	9,900,000	
OnDemand/Specialized Mini Bus Replacement (16)	793,000	793,000	793,000	793,000	0	0	0	0	3,172,000	
Bus Stop Infrastructure	1,169,280	2,630,880	2,923,200	3,020,640	0	0	0	0	9,744,000	
Raleigh Administrative Building Re-Build	500,000	4,500,000	0	0	0	0	0	0	5,000,000	
Operator Protective Shields	49,000	588,000	588,000	0	0	0	0	0	1,225,000	
Destination Sign Upgrades	375,000	375,000	0	0	0	0	0	0	750,000	
Advanced Fuel and Fluid Management System	500,000	0	0	0	0	0	0	0	500,000	
Transit Analytics Innovation Platform	1,793,854	1,660,976	1,328,780	1,328,780	531,512	0	0	0	6,643,902	
PRESTO Device Re-fresh	3,004,390	0	0	0	0	0	0	0	3,004,390	
Other ICIP Projects Total	24,566,773	14,309,856	7,043,730	5,142,420	531,512	0	0	0	51,594,292	
Analytics Innovation Platform Staffing	120,000	265,000	265,000	265,000	145,000				1,060,000	
TOTAL EXPENSES	60,131,773	75,794,256	14,478,518	58,823,604	61,417,038	4,493,427	1,307,471	522,652	276,968,740	
FINANCING										
SUBTOTAL GRANT FUNDING	39,966,150	40,998,697	8,465,018	40,945,580	41,652,549	2,126,570	0	0	174,154,564	
REGIONAL FUNDING										
Roads Development Charges										
Residential	5,311,358	12,123,003	351,071	7,746,618	6,712,302	0	0	0	32,244,351	
Commercial	607,012	1,385,486	40,122	885,328	767,120	0	0	0	3,685,069	
Roads Development Charges Subtotal	5,918,370	13,508,489	391,193	8,631,945	7,479,422	0	0	0	35,929,419	
Reserve Funding										
Operating Cost Reserve Fund	1,930,000	2,884,400	2,934,788	2,986,184	2,615,526	1,593,427	1,307,471	522,652	16,774,448	
Roads Reserve	1,669,284	3,810,087	110,336	2,434,651	2,109,581	0	0	0	10,133,939	
Transit Capital Reserve Fund	3,750,915	11,475,959	1,209,826	2,808,146	7,559,961	773,430	0	0	27,578,236	
Reserve Funding Subtotal	7,350,199	18,170,445	4,254,950	8,228,981	12,285,067	2,366,857	1,307,471	522,652	54,486,623	
Transit Development Charges										
Residential	926,629	0	0	0	0	0	0	0	926,629	
Non-Residential	416,312	0	0	0	0	0	0	0	416,312	
Transit Development Charges Subtotal	1,342,941	0	0	0	0	0	0	0	1,342,941	
Provincial Gas Tax	5,554,113	1,916,474	1,367,358	1,017,098	0	0	0	0	9,855,042	
Debentures/Other Reserves for Facilities	0	1,200,150	0	0	0	0	0	0	1,200,150	
SUBTOTAL REGIONAL FUNDING	20,165,623	34,795,558	6,013,501	17,878,024	19,764,489	2,366,857	1,307,471	522,652	102,814,176	
TOTAL FINANCING	60,131,773	75,794,256	14,478,518	58,823,604	61,417,038	4,493,427	1,307,471	522,652	276,968,740	