

The Regional Municipality of Durham

Committee of the Whole Agenda

Regional Council Chambers Regional Headquarters Building, 605 Rossland Road East, Whitby

Wednesday, March 7, 2018

9:00 AM

- 1. Declarations of Interest
- 2. Statutory Public Meetings

3. Delegations

- 3.1 Marilyn Pearce, Project Co-ordinator, and Brenda Metcalfe, Vice-Chair, Durham Farm Connections, re: Canada 150 Farm Families of Durham project results
- 3.2 Mary Ann Found, Chair, Durham Farm Connections, re: Review of 2017 accomplishments and 2018 program highlights
- 3.3 Tracey Werry, Project Coordinator, Durham Farm Fresh Marketing Association, re: Review of 2017 accomplishments and 2018 program highlights

4. Presentations

4.1 Ms. Michelle Albert, Ontario Public Works Association (OPWA), and Regional Councillor Nester Pidwerbecki, re: Presentation of the 2017 OPWA Project of the Year Award (Environment, \$10 Million to \$50 Million Category) for the Nonquon Water Pollution Control Plant Project to the following recipients: S. Siopis, Commissioner of Works, J. Presta, Director of Environmental Services, and R. Jagannathan, Director of Transportation and Field Services

5. Health & Social Services

<u>Health</u>

- 5.1 Communications
- 5.2 Reports

There are no Health Reports to consider.

Social Services

- 5.3 Communications
- 5.4 Reports

There are no Social Services Reports to consider.

6. Planning & Economic Development

Planning

- 6.1 Communications
- 6.2 Reports
 - A)Durham Trail Coordinating Committee (DTCC)
Membership Appointment (2018-COW-35)6 9
 - B) Proposed Methodology for Land Needs Assessment for the Greater Golden Horseshoe, File D12-01-20, Environmental Bill of Rights Registry #013-2016 (2018-COW-44)
 10 - 28

Economic Development

- 6.3 Communications
- 6.4 Reports
 - A) Durham Region 2019 Ontario Parasport Games Ontario Transfer Payment Agreement (2018-COW-47) 29 - 174

7. Works

<u>Waste</u>

7.1 Communications

7.2	7.2 Reports		
	A)	Approval to Award a Negotiated Sole Source Contract Extension with Miller Waste Systems for the Curbside Collection of Non-Hazardous Waste, Recyclables and Organic Waste from Residences and Multi-Residential Buildings in the Townships of Brock, Scugog and Uxbridge and the Municipality of Clarington (2018-COW-43)	175 - 177
<u>Works</u>			
7.3	Com	nmunications	
	A)	Information Report #2018-INFO-28: Proposed Draft Backflow Prevention Program and By-Law Pulled from February 23, 2018 Council Information Package by Councillor Jordan Recommendation: Receive for Information	178 - 181
	B)	Information Report #2018-INFO-29: Update Report on Water Quality in Private Wells in the Range Road/Ontoro Boulevard Area, in the Town of Ajax Pulled from February 23, 2018 Council Information Package by Councillor Jordan Recommendation: Receive for Information	182 - 228
7.4	Rep	orts	
	A)	Issuance of an Encroachment Agreement on Simcoe Street North (Regional Road 2), in the City of Oshawa (2018-COW-33)	229 - 231
	B)	The Regional Municipality of Durham's Drinking Water Systems Annual 2017 Summary Report (2018-COW-34)	232 - 282
	C)	Amendments to Regional Traffic and Parking By-laws (2018-COW-37)	283 - 289
	D)	Participation in the National Sciences and Engineering Research Council, Industrial Research Chair in Addressing Emerging Challenges in Drinking Water Treatment and Supply, at the University of Waterloo, Waterloo Ontario (2018-COW-40)	290 - 293

(2018-COW-41)

E)

F) Approval for Unbudgeted Capital to Undertake Detailed Design of Watermain Replacement Along Kingston Road (Highway 2) as Part of the Bus Rapid Transit Program from Delta Boulevard to Merritton Road and from Dixie Road to Liverpool Road, in the City of Pickering (2018-COW-42)

297 - 299

294 - 296

8. Finance & Administration

Finance

- 8.1 Communications
- 8.2 Reports

A)	Region of Durham's Revised Program Delivery and Fiscal Plan for the Social Infrastructure Fund Program – Year 3 (2018-COW-45)	300 - 309
B)	The Remuneration and Expenses in 2017 of Members of Regional Council and Regional Council Appointees to Local Boards, as Required by Section 284(1) of the Municipal Act, 2001, S.O. 2001, c. 25 (2018-COW-46)	310 - 318

Administration

0.5 COmmunications	8.3	Communications
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8.4	Reports		
	A)	Delegation of Authority to initiate acceptance into the Apple and Google Developer Programs (2018-COW-38)	319 - 341
	B)	First Meeting of Regional Council following the 2018 Municipal Elections (2018-COW-39)	342 - 343

9. Other Business

10. Confidential Matters

10.1 Reports

 A) Confidential Report from the Director of Legal Services - Corporate Services Department – Litigation/Potential Litigation, including matters before Administrative Tribunals, affecting the Regional Corporation, and advice that is subject to solicitor-client privilege with respect to the transit unfunded liabilities litigation between the Region of Durham and the City of Oshawa (2018-COW-48)

Under Separate Cover

11. Date of Next Meeting

Wednesday, April 4, 2018 at 9:00 AM

12. Adjournment

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2564



The Regional Municipality of Durham Report

To:	Committee of the Whole
From:	Commissioner of Planning and Economic Development
Report:	#2018-COW-35
Date:	March 7, 2018

Subject:

Durham Trail Coordinating Committee (DTCC) Membership Appointment, File: A01-40

Recommendations:

That the Committee of the Whole recommends to Regional Council:

- A) That the appointment of Mr. Phil Smith, as Area Municipal Citizen Volunteer from the Township of Uxbridge, be confirmed;
- B) That Mr. Smith be advised of his appointment; and
- C) That a copy of Commissioner's Report #2018-COW-35 be forwarded to the Township of Uxbridge and Durham Trail Coordinating Committee.

1. Report

- 1.1 In September 2017, the Township of Uxbridge's citizen volunteer member, Mr. David Taylor, resigned from the DTCC.
- 1.2 The Township of Uxbridge advised the Region of Mr. Taylor's resignation at that time.
- 1.3 In accordance with the DTCC Terms of Reference, the Township of Uxbridge appointed Mr. Phil Smith to the DTCC at its meeting of Council on January 15, 2018 (Attachment 1). Accordingly, it is recommended that the appointment of Mr. Smith as the area municipal citizen volunteer for Uxbridge, be confirmed.

2. Attachment

Attachment #1: Council minutes, pages 1 & 5, dated January 15, 2018 from the Township of Uxbridge.

Respectfully submitted,

Original signed by

B. E. Bridgeman, MCIP, RPP Commissioner of Planning and Economic Development

Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer

MINUTES OF MEETING NO. 2

OF

GENERAL PURPOSE & ADMINISTRATION COMMITTEE

MONDAY, JANUARY 15, 2018 UXBRIDGE COUNCIL CHAMBERS UXBRIDGE, ONTARIO

PRESENT:	MAYOR REGIONAL COUNCILLOR	GERRI LYNN O'CONNOR JACK BALLINGER

COUNCILLORS

PAT MOLLOY DAVE BARTON PAM BEACH FRED BRYAN GORDON HIGHET

STAFF PRESENT:	CAO	INGRID SVELNIS
	DIRECTOR OF LEGISLATIVE	
	SERVICES/CLERK	DEBBIE LEROUX
	TREASURER	DONNA CONDON
	DIRECTOR OF PUBLIC WORK	S
	AND OPERATIONS	BEN KESTER
	MANAGER OF BY-LAW	
	SERVICES	ANDRE GRATTON
	MANAGER OF ARENA AND	
	PARKS	BOB FERGUSON
	CHIEF BUILDING OFFICIAL	BRIAN PIGOZZO
	HEALTH AND SAFETY	
	CO-ORDINATOR	CAROLYN CLEMENTSON
	COMMUNICATIONS OFFICER	COLLEEN BASKIN
	CLERK'S ASSISTANT	LAURA RUPPRECHT

Mayor O'Connor called the meeting of the General Purpose and Administration Committee to order at 10:00 a.m.

1. CALL TO ORDER

2. DISCLOSURES OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

There was none.

3. REVIEW OF ITEMS NOT LISTED ON THE AGENDA

Debbie Leroux, Director of Legislative Services/Clerk announced that there was an Addendum including a presentation by Councillor Barton, two additional items of correspondence, one Committee report and one additional In-Camera item related to a proposed or pending acquisition or disposition of land by the Municipality.

REPORTS TO COMMITTEE

a) Report RC-01/18 of Don Cook, Trails Co-ordinator re Durham Trails Coordinating Committee (DTCC) Membership Change - 2017

MOVED by Mayor O'Connor

"THAT the Tourism, Heritage and Community Programs Committee receive Report RC-01/18 of Don Cook, Trails Co-ordinator for information;

AND THAT Committee assign Phil Smith as Uxbridge's representative on the Durham Trails Co-ordinating Committee (DTCC);

AND THAT a letter of thanks be sent to David Taylor for his participation on the Committee." CARRIED

UNFINISHED BUSINESS

There was none.

OTHER BUSINESS

There was none.

The Tourism, Heritage and Community Programs Committee adjourned at 11:13 a.m.

8. PARKS, FACILITIES AND ARENA

The Parks, Facilities and Arena Committee convened at 11:13 a.m.

Councillor Ballinger assumed the Chair for this portion of the meeting.

CORRESPONDENCE

232 Jamie Broughton, Uxbridge Cycling Club re Request to use Elgin Park to host Uxcycle 2018

MOVED by Councillor Bryan "THAT Correspondence Item No. 232 be received for information;

AND THAT Committee direct staff to arrange for Jamie Broughton to appear before Council/Committee and speak to the matter as a Delegation in order to provide clarification on the proposed event." CARRIED

233 Doris E. Stewart re Snow removal on paved track in Elgin Park

MOVED by Mayor O'Connor "THAT Correspondence Item No. 233 be received for information;

AND THAT a copy of same be referred to staff for costing on snow removal on the paved tract in Elgin Park for the 2019 Budget." CARRIED

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2564



The Regional Municipality of Durham Report

To:	Committee of the Whole
From:	Commissioner of Planning and Economic Development
Report:	#2018-COW-44
Date:	March 7, 2018

Subject:

Proposed Methodology for Land Needs Assessment for the Greater Golden Horseshoe, File D12-01-20, Environmental Bill of Rights Registry #013-2016

Recommendations:

THAT the Committee of the Whole recommends to Regional Council that Report #2018-COW-44 be endorsed and submitted to the Ministry of Municipal Affairs – Ontario Growth Secretariat as Durham Region's response to Environmental Bill of Rights Registry No. 013-2016 regarding the Proposed Methodology for Land Needs Assessment for the Greater Golden Horseshoe, including the following key comments and recommendations:

- A) The Province release any further guidance material for assessments or studies related to the Land Needs Methodology immediately to allow municipalities to align their municipal comprehensive review processes;
- B) The land area and population density of rural settlement areas (undelineated Built-up Areas) not be factored into the designated Greenfield areas calculation, but rather form part of the rural areas calculation;
- C) The Province provide clarification on the process, timing and required supporting documentation for municipalities that may wish to request an alternative density target;
- D) The Province allow flexibility in the land needs assessment to enable housing unit mix to be considered through the Methodology;

- E) The assumption related to turnover of housing stock owned by seniors aged 65+ in the Community Area Land need component of the land needs assessment be reconsidered;
- F) The Province re-examine the rigidity of the requirement to consider employment land conversions prior to settlement area boundary expansions to accommodate additional Community Area land need;
- G) The Province consider undertaking further research and analysis regarding future employment trends for the benefit of all Greater Golden Horseshoe municipalities when undertaking their Employment Strategies;
- H) The Province provide a commitment for the timely review and response of submitted material related to land needs assessments, in order for municipalities to comply with the province's timelines to achieve conformity with Provincial Plans; and
- I) A copy of Report #2018-COW-44 be forwarded to Durham's area municipalities.

Report:

1. Purpose

- 1.1 On December 19, 2017, the Province released the proposed Methodology for Land Needs Assessment (LNA) for the Greater Golden Horseshoe (EBR Posting #013-2016). Once finalized, upper and single-tier municipalities will be required to follow the Province's standardized process for determining future urban land needs when they undertake their next Municipal Comprehensive Review (MCR) exercises. A standardized land budget methodology is a tool many municipalities, including Durham, requested during the Coordinated Provincial Plan review process.
- 1.2 The deadline for submitting comments through the EBR was February 28, 2018. In order to meet the EBR deadline, staff forwarded a letter (Attachment #1) to the Province as the Region's comments on the proposed methodology, pending Committee and Council endorsement.
- 1.3 The purpose of this report is to provide an overview of the proposed LNA Methodology (the document is available <u>here</u>) and the Region's comments on the Methodology.

2. Background

- 2.1 In February 2015, the Province initiated the co-ordinated review of the four Provincial Plans. The Region submitted comments to the Province at various milestones. On May 18, 2017, the Province released the new Provincial Plans for the Greater Golden Horseshoe, including the updated Growth Plan, which took effect on July 1, 2017. The Growth Plan (2017) policies and targets themselves are not the subject of this report.
- 2.2 The Growth Plan requires upper and single tier municipalities to undertake an integrated planning process to manage and plan for the forecasted population and employment growth contained in Schedule 3 of the Plan. Durham Region must plan for a forecasted 1,190,000 people and 430,000 jobs by 2041. In order to implement the 2041 forecasts, the Province committed to developing a standardized methodology for assessing the amount of land needed to accommodate this forecasted growth. Having a standardized methodology was seen as a way to avoid the complex Ontario Municipal Board hearings that characterized the previous cycle of MCR reviews/Official Plan updates.
- 2.3 The updated Growth Plan requires that higher intensification targets be achieved within the delineated Built-up Area, as well as increased density targets for designated Greenfield areas. Highlights from the updated Growth Plan include:
 - A phased approach to increasing intensification, from the current 40 percent of planned population growth to 50 percent from the time of the MCR until 2031. An intensification target of 60 percent is required to be planned for after 2031 to the Growth Plan's 2041 planning horizon;
 - A requirement to plan for a higher minimum density target for existing designated Greenfield areas, from 50 residents and jobs per hectare to 60 residents and jobs per hectare from the time of the next MCR until 2031. Any new lands to be designated for Greenfield development to 2041 through the next MCR will be required to be planned for at a minimum density of 80 residents and jobs per hectare;
 - Specifying features and areas that will be permitted to be netted-out from the calculation of density in designated Greenfield areas. This includes natural heritage features and areas, cemeteries, employment areas and rights-of-way for electricity transmission lines, energy transmission pipelines, freeways and railways;
 - The requirement that the Region, in consultation with lower-tier municipalities, delineate the boundaries and plan for intensification

within proximity of "major transit station areas";

- The requirement that the Region, in consultation with lower-tier municipalities, the Province, and other stakeholders, develop an employment strategy. The employment strategy will establish a minimum density target for all employment areas, measured in jobs per hectare; and
- Specifying job density targets for Employment Areas, separate from the designated Greenfield area targets, and introducing the ability to protect areas for employment uses that are land intensive, or have low employment densities. These areas are referred to as prime employment areas.
- 2.4 As reported earlier, the Growth Plan is based on an "intensification first" approach. Upper and single tier municipalities, following the provincially standardized LNA, will be required to demonstrate they can accommodate the prescribed population and employment, while also achieving or exceeding the mandated density targets. Settlement areas boundary expansions may only be considered if the Region is able to successfully demonstrate through applying the prescribed methodology that insufficient opportunities exist to accommodate the forecasted growth, both through intensification and by applying the increased density targets within existing designated Greenfield areas. For rural settlements within the Protected Countryside of the Greenbelt Plan (e.g. Beaverton, Cannington, Sunderland, Uxbridge, Port Perry and Orono), any expansions are arbitrarily capped at 10 ha, no more than 5 ha of which may be for residential.

3. Overview of the Proposed Land Needs Assessment Methodology

- 3.1 A Land Needs Assessment (LNA) is a necessary exercise for municipalities to undertake to demonstrate how future growth will be allocated. The proposed provincial LNA methodology has been developed in order that municipalities can demonstrate in a consistent and systematic manner, how they will achieve the density and intensification requirements of the Growth Plan. It is also the mechanism that is to be used to mathematically demonstrate, through a prescriptive process, whether there is a need for settlement area boundary expansions.
- 3.2 The proposed LNA methodology articulates the prescribed steps required to mathematically allocate the Growth Plan's 2041 population and employment forecast, while meeting or exceeding its density and intensification requirements. It outlines the variables, data, assumptions and related studies that will be required in order to complete each of its components. Only at the conclusion of the LNA can a

municipality determine whether there is sufficient land within existing settlement areas to meet the 2041 population and employment growth targets of the Growth Plan.

- 3.3 "Community Areas" are locations where the vast majority of housing will be located, as well as the majority of population related jobs, most office jobs and some other forms of employment. The Community Area component of the Methodology outlines the six steps to be followed to determine how much land will be required to accommodate forecasted population growth, and Community Area jobs, as follows:
 - a. Establishing population growth by planning period;
 - b. Determining the total number of housing units needed to accommodate population growth in each planning period;
 - c. Determining the allocation of housing units by policy area and planning period;
 - d. Determining population of policy areas (e.g. Built-up Area, designated Greenfield area and Rural Area);
 - e. Determining policy-based capacity of Community Areas to accommodate planned growth; and
 - f. Determining Community Area land need in the Designated Greenfield Area.
- 3.4 The Employment Area land need component of the Methodology outlines the six steps to determine how much land will be required in order to accommodate forecasted job growth in Employment Areas and Community Areas, as summarized below:
 - a. Determining total employment to the Growth Plan horizon;
 - Determining distribution of employment growth by job type, such as major office, population-related employment, employment land employment and rural-based employment;
 - c. Determining Job Growth by Type in Community Areas and Employment Areas;
 - d. Determining job growth in Community Areas in the delineated Built-up Area and designated Greenfield Areas;
 - e. Incorporating the Employment Area density target and capacity of existing Employment Areas; and
 - f. Determining new Employment Area land need.
- 3.5 The completion of the LNA will result in a total amount of land required to accommodate the 2041 population and job growth forecast contained in Schedule 3 of the Growth Plan. Should the Region's LNA conclude that additional land will be

required; a subsequent analysis will be required to determine the most appropriate locations. Section 2.2.8.3 of the Growth Plan outlines the criteria to be applied when assessing the feasibility of any proposed settlement boundary expansions.

3.6 An overview of the LNA is provided as Attachment #2.

4. Other Requirements included in the Land Needs Methodology

- 4.1 The Methodology includes the requirement that municipalities document their approach, data, assumptions and inputs while undertaking the LNA. A standard template for reporting the results will be provided, with the expectation that municipalities produce a report that includes the details, rationale and additional context for the various calculations and associated analyses.
- 4.2 Municipalities are also encouraged to meet with staff from the Ministry of Municipal Affairs prior to, and through the conduct of, the LNA exercise. In addition, municipalities are asked to submit draft results of the LNA to Provincial staff for their review, prior to completing or reporting the final results to Council in order to ensure that the LNA conforms to Provincial requirements.

5. Key Differences between the Growing Durham Exercise and the Proposed LNA Methodology

- 5.1 In Durham's case, the previous "Growing Durham" study informed the 2006 Growth Plan Conformity Exercise, which culminated in Regional Official Plan Amendment No. 128. Consultants for the Region undertook a land needs assessment based on best practices at the time. Following the passage of the initial Growth Plan in 2006, each upper and single tier municipality in the Greater Golden Horseshoe took the necessary steps to achieve conformity through a MCR process. At that time, different land budget methodologies were employed by the municipalities as no standard methodology existed.
- 5.2 Although some of the basic steps of the LNA are similar between Growing Durham and the proposed Methodology; there are a number of differences, including the following:
 - a. The 2006 Growth Plan target for the designated Greenfield areas applied a combined 50 people and jobs per hectare to 2031 for Community Areas and Employment Areas. The provincial LNA Methodology now indicates that Community Areas are expected to achieve the prescribed designated Greenfield targets of 50, 60 and 80 people and jobs per hectare. Employment

Areas are not part of this target, however, these Areas are required to have their own employment densities;

- b. Through Growing Durham, a market-driven growth forecast was developed. This informed the intensification analysis, Greenfield land needs and employment land needs. The proposed LNA is a capacity-based analysis of the Built-up Area and designated Greenfield areas that does not account for any residential market influences. It is strictly a policy-based approach to assign growth;
- Alternative growth scenarios were developed very early in the Growing Durham process. However, through the provincial LNA process, potential settlement boundary expansions can only be considered after the achievement of the required density targets are demonstrated;
- d. The Growing Durham exercise included a surplus of medium and high density residential units to 2031 as a way to reflect the different pace of market uptake between low, medium and high density units. The proposed LNA Methodology does not include market considerations, nor are there provisions for surplus units. All available land is to be planned to be utilized by the 2041 time horizon of the Growth Plan;
- e. The proposed LNA methodology recommends that if a Community Area land deficit is identified, consideration be given to converting Employment Areas, if there is an Employment Area surplus. The Growing Durham exercise sought to protect Employment Areas beyond the planning horizon, as a way to ensure that they would be available in strategic areas for the long term, such as along 400 series highways; and
- f. The Growing Durham employment land analysis applied an employment land vacancy rate, in recognition that not all employment sites are likely to develop over the time period due to a variety of circumstances, including size of parcels, configuration, constraints, location, and suitability. Through the proposed LNA, there is no opportunity to assume a vacancy rate for employment areas.

6. Comments on the Proposed Land Needs Assessment Methodology

6.1 The proposed Methodology includes a series of calculations that on the surface are relatively straightforward. However, the analysis required in order to generate the various inputs used in the calculations are quite complex, and in some cases will

require the completion of a separate study. In order to complete the Land Needs Assessment, the following sub-assessments / studies will be required:

- a. The completion of a Regional Employment Strategy;
- An assessment of intensification potential through an "on-the-ground" assessment of strategic growth areas, in consultation with the area municipalities;
- c. An assessment of residential growth from 2016 until the completion of the MCR, based on development tracking information, including building permit and subdivision activity;
- d. An assessment to determine a reasonable persons per unit forecast within the built boundary, designated Greenfield areas and rural areas; and
- e. A calculation of the total net designated Greenfield area.
- 6.2 The Province intends to release further guidance material that will inform the preparation of various sub-assessments / studies that are related to the Methodology, on matters related to density targets and the MCR process. The sub-assessments / studies are likely to be complex, comprehensive exercises dependent on detailed information. It is anticipated that the Region will likely need to retain consulting services in order to assist in the completion of components of the Methodology and related sub-assessments / studies. There have been delays in the release of this information and at the time of publishing this Commissioner's Report, the outstanding guidance materials had not yet been received. It is recommended that the Province release any further guidance material for assessments or studies related to the Land Needs Methodology immediately to allow municipalities to align their municipal comprehensive review processes.
- 6.3 For calculation purposes, the Methodology treats rural settlements, such as hamlets, as undelineated Built-up Areas. As a result, rural settlements will be factored into the designated Greenfield density calculation as part of the Regional total. Given that Durham's rural settlements are primarily dependent on private services and reflective of the surrounding rural environment, these areas will continue to develop at low densities. Including these low density areas as Greenfield areas will create added pressure for Durham's other designated Greenfield areas to further compensate for these very low densities, and to develop at even higher densities. It is estimated that Durham's rural settlements would account for a significant portion (approximately 40%) of the designated Greenfield Area, at a density of only 5 people and jobs per hectare. This low population density could have a significant impact on the Region's ability to realistically achieve

the designated Greenfield area target in a manner that is sensitive to existing conditions.

- 6.4 Staff does not agree that the Growth Plan's designated Greenfield density targets should be applied to the Region's rural settlement areas. Increased densities should be focused in areas with the appropriate urban municipal services, and not extended to rural areas where municipal infrastructure, including transit, is limited or absent. For the purposes of the land needs assessment methodology, it is therefore recommended that the land area and population density of rural settlement areas (undelineated Built-up Areas) not be factored into the designated Greenfield areas calculation, but rather form part of the rural areas calculation.
- 6.5 The Methodology allows for alternative density targets to be utilized in specific circumstances, where authorization has been provided by the Minister. The Methodology states "municipalities should obtain written permission to use alternative targets prior to undertaking a land needs assessment". It is unclear how an alternative target could be requested and/or justified, in advance of conducting the LNA. Rather, it would seem logical that the LNA would be the appropriate mechanism to determine the need for an alternative density target through an iterative process. It is therefore recommended that the Province provide clarification on the process, timing and required supporting documentation for municipalities that may wish to request an alternative density target.
- 6.6 The proposed LNA methodology forecasts growth in total households until a land need is identified at the outcome of the process. By not applying a housing unit mix to account for different forms of housing, there is a risk that the units required will not be accommodated. Addressing housing unit mix earlier in the process may also allow municipalities to better align growth allocations with their respective Housing Strategies. It is recommended that the Province allow flexibility in the LNA to enable housing unit mix to be considered through the Methodology.
- 6.7 The Community Area component of the proposed LNA states: "There will be a significant turnover of single and semi-detached units in the housing stock occurring as the baby boom generation ages". This trend is not yet being observed in Durham. Staff's analysis undertaken as part of the Region's Age Friendly Communities work has indicated that seniors aged 65+ prefer to "age in place" and not to leave their existing homes. It is therefore recommended that the assumption related to the turnover of housing stock owned by seniors aged 65+ in the Community Area component of the LNA be reconsidered.

- 6.8 The Employment Area component of the proposed LNA states: "if there is a shortage of Community Area land, municipalities will need to assess whether any *employment area* land is appropriate for conversion (also subject to criteria tests in accordance with policy 2.2.5.9 of the Growth Plan) prior to undertaking a *settlement area boundary* expansion". The requirement that employment lands be converted prior to the consideration of further settlement area boundary expansion is likely to create pressure for employment land conversions in strategic areas that should otherwise be protected for long-term employment purposes. This requirement appears contrary to the general direction of the Growth Plan and Provincial Policy Statement to protect employment lands from conversion. It is therefore **recommended that the Province re-examine the rigidity of the requirement to consider employment land conversions prior to settlement area boundary expansions to accommodate additional Community Area land need.**
- 6.9 The Employment Strategy will be an integral component of the LNA. Understanding the future trends for employment and the nature of employment in designated employment areas, at a broader scale, is required. It is recommended that the Province consider undertaking further research and analysis regarding future employment trends, for the benefit all Greater Golden Horseshoe municipalities when undertaking their Employment Strategies that support the LNA process.
- 6.10 The proposed LNA methodology refers to the importance of Provincial staff review in the review of key inputs to the Methodology, such as the forecasts, intensification target, designated Greenfield area target, and the Employment Area density target. It is expected that following the completion of the LNA, municipalities will submit their draft analysis to Provincial staff for their review, prior to finalizing the results and subsequently reporting to their respective councils. Municipalities will be expected to explain how they arrived at the result and be able to demonstrate that the assumptions were reasonable within the context of the Growth Plan policy requirements. It is not until a municipality has obtained supportive feedback on the results from Ministry staff that the documentation would be finalized. It is clear that regular contact with Ministry staff will be necessary to ensure the timely completion of the Region's MCR exercise. It is therefore recommended that the Province provide a commitment for the timely review and response of submitted material related to the LNAs, in order for municipalities to comply with the province's timelines to achieve conformity with Provincial Plans. Delay in their review of the material provided at any step in the process could have an impact on the entire MCR process.

7. Conclusion

7.1 The LNA Methodology responds to previous requests by the Region and other upper and single tier municipalities throughout the Greater Golden Horseshoe, to have the Province develop a clear and transparent methodology to be applied for the determination of future urban land needs. However, there are several aspects of the Methodology that need to be clarified, as described in this report. Regional staff plan to bring forward a report to an upcoming Committee of the Whole meeting, prior to the summer recess, which will outline the timing for the forthcoming municipal comprehensive review exercise.

8. Attachments

Attachment #1: Letter dated February 22, 2018 submitted to the Ministry of Municipal Affairs – Ontario Growth Secretariat

Attachment #2: Overview of the Land Needs Assessment Methodology

Respectfully submitted,

Original signed by

B.E. Bridgeman, MCIP, RPP Commissioner of Planning and Economic Development

Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer



The Regional Municipality of Durham

Planning and Economic Development Department

Planning Division

605 ROSSLAND ROAD EAST LEVEL 4 PO BOX 623 WHITBY, ON L1N 6A3 CANADA

905-668-7711 1-800-372-1102 Fax: 905-666-6208 Email: planning@durham.ca

durham.ca

Brian Bridgeman, MCIP, RPP Commissioner of Planning and Economic Development

February 22, 2018

Via mail and e-mail

Aidan Grove-White Manager Ministry of Municipal Affairs Ontario Growth Secretariat Partnerships and Consultation Branch 1 Dundas Street West, Floor 25 Toronto, ON M5G 1Z3

Dear Mr. Grove-White:

Re: Environmental Bill of Rights Registry Number 013 – 2016 -Proposed Methodology for Land Needs Assessment for the Greater Golden Horseshoe. File: D12-01-20

This letter provides Durham staff's comments on EBR posting #013-2016 regarding the Proposed Methodology for Land Needs Assessment for the Greater Golden Horseshoe. Unfortunately, the timing of the EBR posting and deadline did not provide sufficient opportunity for these comments to be considered by Regional Council. A recommendation report, including the comments contained in this letter, will be considered by Regional Committee of the Whole on March 7, 2018, and by Council on March 21, 2018. A follow-up letter will be provided to notify you of any changes to the recommendations that may be made by Regional Council.

Please accept the following Regional staff comments on the Proposed Methodology for the Land Needs Assessment (LNA) for the Greater Golden Horseshoe:

- Many of the inputs for the LNA require the completion of standalone studies and analysis. The LNA will require input from an intensification strategy, housing strategy and employment strategy. In order to ensure clarity and consistency, any further guidance materials related to the Land Needs Assessment should be provided immediately.
- 2. The Employment Strategy will be an integral component of the LNA. Understanding the future trends for employment and the nature of employment in designated employment areas, at a broader scale, is required. It is recommended that the Province

Attachment 1

consider undertaking some research and analysis regarding future employment trends, which would benefit all Golden Horseshoe municipalities when undertaking their Employment Strategies that support the LNA process.

3. The land needs methodology treats rural settlements, such as hamlets as undelineated built-up areas. As a result, rural settlements will be factored into the designated greenfield density calculation for the Regional total. Given that Durham's rural settlements are primarily dependent on private services and reflective of the surrounding rural environment, these areas have developed and will continue to develop at low densities. Including these rural, low density areas in the greenfield density calculation will create added pressure for Durham's other designated greenfield areas to develop at even further increased densities (beyond the Growth Plan targets) in order to compensate for the low development densities of rural settlement areas.

We have estimated that our rural settlements would account for a significant portion (approaching 40%) of Durham's total designated greenfield area, with a density of only 5 people and jobs per hectare. It is recommended that the Growth Plan's designated greenfield density targets not be applied to the Region's rural settlement areas. For the purposes of the methodology, it is recommended that rural settlement areas be included in the overall rural areas calculation, and not factored into the designated greenfield areas calculation.

- 4. The LNA states that "municipalities should obtain written permission to use alternative targets prior to undertaking land needs assessment". This statement requires clarification. Upon reading the proposed LNA, it appears that the LNA is the mechanism to determine the appropriate alternative density target. It is unclear how can a municipality could request and justify an alternative target in advance of running the methodology.
- 5. The overview for the Community Area Land Need states that "the Methodology will not require a specific housing unit mix to be determined, as this level of detailed land-use planning is to be completed later in the municipal comprehensive review process." By not defining a housing unit mix earlier in the process, and simply using a blended person per unit and average unit density, the housing form may not be accommodating the necessary population/demand.

- 6. It is recommended that the Province consider better integration between the housing unit mix and the land needs assessment methodology, with appropriate flexibility, to account for local conditions, such as the municipality's Housing Strategy, to ensure that the housing mix will meet the needs of the population to the horizon year.
- 7. There is a statement included in Explanation Box 6 related to Step R4 of the LNA that states: "There will be a significant turnover of single and semi-detached units in the housing stock occurring as the baby boom generation ages". Staff's analysis undertaken as part of the Region's Age Friendly Communities work has indicated that seniors, aged 65+ prefer to "age in place" and not leave their existing homes.. It is therefore recommended that the assumption of baby boom generation housing stock turnover be revisited for the final LNA.
- 8. Explanation Box 11 related to Step R6 of the LNA states: "if there is a shortage of community area land, municipalities will need to assess whether any *employment area* land is appropriate for conversion (also subject to criteria tests in accordance with policy 2.2.5.9) prior to undertaking a *settlement area boundary* expansion". The requirement that employment lands be converted prior to consideration of further settlement area boundary expansion is likely to create pressure for conversions in strategic areas that should be protected for employment purposes. This requirement seems contrary to the general direction of the Growth Plan and the Provincial Policy Statement to protect employment lands from conversion.
- 9. The following technical comments have also been identified:
 - a) Clarification is required where within the Statistics Canada Census that household and non-household population is reported;
 - b) Clarification is required on how to resolve the difference between total population age-cohort forecasts (such as Ministry of Finance Population Projections) and Schedule 3 population targets;
 - c) Translating policy area households into population at the Growth Plan horizon will involve establishing a forecasted persons per unit factor for the various policy areas and planning periods. Additional guidance is required to develop forecasts for the three distinct policy areas. Completion of this step will likely require Statistics Canada special runs for PPU's by period of construction within each policy area. PPUs should be calculated for each housing type, however,

the forecasted housing mix is not considered at this stage of the process.

If you have any questions, please contact Brad Anderson, Principal Planner (<u>Brad.Anderson@durham.ca</u>, or 905-668-4113 ext. 2585).

Respectfully Submitted,

Original signed by

B. E. Bridgeman, MCIP, RPP Commissioner of Planning and Economic Development

cc. R. Walton, Regional Clerk, Region of Durham

encl.

Overview of the Proposed Methodology for Land Needs Assessment for the Greater Golden Horseshoe

Determining Community Area Land Need (Steps R1 – R6)

"Community Areas" are locations where the vast majority of housing will be located, as well as the majority of population related jobs, most office jobs and some other forms of employment. The Community Area component of the Methodology outlines the six steps to be followed to determine how much land will be required to accommodate forecasted population growth, and Community Area jobs, as follows:

- a. **Step R1 Establishing population growth by planning period**, which requires the Schedule 3 population forecast contained in the Growth Plan to be further refined to identify the net undercoverage (those not counted during the census), the household population (permanent residents), and the non-household population (residents of institutions, long term care facilities, student residences and seniors homes) for each of the planning periods.
- b. Step R2 Determining the total number of housing units needed to accommodate population growth in each planning period, which includes a requirement for estimating the total number of households in the Region at the date the MCR will be completed. Determining households at the various planning periods (MCR completion, 2031 and 2041) is necessary in order to apply the phased-in density targets contained in the Growth Plan.
- c. Step R3 Determining the allocation of housing units by policy area and planning period, which includes determining the timing and location of housing growth within the delineated Built-up Area (growth by intensification), the rural area, and designated Greenfield areas. The prescribed minimum amount of housing growth that is required to occur through intensification will need to be demonstrated through this exercise. Municipalities may also apply an intensification target that exceeds the Growth Plan minimum, based on an analysis of intensification potential. Unless the Minister has specifically permitted the use of an alternative target as part of the MCR process, municipalities may not utilize a lower intensification target.

A certain number of housing units will also be allocated to the rural area. The Methodology instructs that this shall be minimal, based on policies that restrict

development outside of settlement areas and the historic growth trends of development in these areas.

- d. **Step R4 Determining population of policy areas**, which includes translating total households by policy area back into population, in order to allocate the Schedule 3 population forecast to each of the policy areas (Built-up Area, designated Greenfield area and Rural Area), using appropriate persons-per-unit factors.
- e. Step R5 Determining policy-based capacity of Community Areas to accommodate planned growth, which includes assessing the capacity of Community Areas to accommodate the forecasted population and jobs within existing designated Greenfield areas based on the minimum densities prescribed by the Growth Plan. The result of this step will be the identification of the total number of persons and jobs that can be accommodated in existing designated Greenfield areas, accounting for the size of designated Greenfield areas and the existence of "net outs" (e.g. natural heritage features and areas, cemeteries, employment areas and rights-of-way for electricity transmission lines, energy transmission pipelines, freeways and railways). This step will also identify whether there is a demonstrated need for any additional land required to accommodate growth of Community Areas.
- f. Step R6 Determining Community Area land need in the Designated Greenfield Area, builds on the results of the previous steps. The Community Area land need is a calculation of the difference between the capacity of the existing designated Greenfield areas, and the total population that needs to be accommodated in designated Greenfield areas, plus the requirements for Community Area employment.

Any residual population and jobs that cannot be accommodated within existing designated Greenfield areas will reveal whether there is a need for additional lands to accommodate growth. The total land need expressed in hectares, is calculated based on achieving the required density target of 80 persons and jobs per hectare. The Methodology encourages municipalities to identify potential employment area conversions to accommodate additional Community Area land needs prior to expansion to settlement boundaries.

Determining Employment Area Land Need (Steps E1 to E6)

The Employment Area land need component of the Methodology outlines the steps to determine how much land will be required to accommodate forecasted job growth in Employment Areas as well as Community Areas, as summarized below:

- a. **Step E1 Determining total employment to the Growth Plan horizon**, which will identify the amount of employment growth anticipated between 2016 and the 2041 forecast in Schedule 3 of the Growth Plan. Subtracting the total employment at base year (2016) from the employment forecast for 2041 determines the total employment growth that must be planned for.
- b. Step E2 Determining distribution of employment growth by job type, which includes a breakdown of Employment Area jobs and Community Area jobs as follows:
 - Major office employment: includes all jobs occurring in free standing office buildings of 4,000 sq. m (20,000 sq. feet) or more.
 - Population-related employment: includes all jobs that primarily serve the residential population (e.g. retail, education, health care, local government, etc.).
 - Employment land employment: includes all jobs within settlement areas in industrial-type buildings, the vast majority of which would be located within business parks and industrial areas.
 - Rural-based employment: includes jobs distributed throughout rural areas, including agricultural, industrial and rural commercial uses.
- c. Step E3 Determining Job Growth by Type in Community Areas and Employment Areas, which includes assigning the categories of employment to Community Areas, Employment Areas and Rural Areas. Local conditions will play a significant role in determining how the distribution will occur. The completion of an Employment Strategy will represent a fundamental exercise for the completion of this work.
- d. Step E4 Determining job growth in Community Areas in the delineated Built-up Area and designated Greenfield Areas, which includes distributing growth between the delineated Built-up Area and designated Greenfield Area.
- e. Step E5 Incorporating the Employment Area density target and capacity of existing Employment Areas, following the completion of the required

Employment Strategy. The Strategy will result in the setting of a density target for employment areas, informed by on-the-ground analysis of existing employment area densities, and the policy requirements of the Growth Plan to increase the planned density of existing employment areas.

f. **Step E6 - Determining new Employment Area land need**, which is made by applying the employment area density target (determined through the preparation of an employment strategy) to the total quantum of existing designated employment lands. The methodology acknowledges that the determination of employment land need could be iterative, resulting in many points of discussion and review.

The calculation will produce a total number of employment area jobs that can be accommodated within the existing designated employment lands. If the total number of employment area jobs that can be accommodated within existing designated employment lands is higher than the total number of employment area jobs that must be accommodated by 2041, then additional lands will need to be designated.

The completion of the LNA will result in a total amount of land required to accommodate the 2041 population and job growth forecast contained in Schedule 3 of the Growth Plan. Should the Region's LNA conclude that additional land will be required, a subsequent analysis will be required to determine the most appropriate and suitable locations. Section 2.2.8.3 of the Growth Plan outlines various criteria that are to be adhered to when assessing the feasibility of any proposed settlement boundary expansions. If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2564



The Regional Municipality of Durham Report

To:	Committee of the Whole
From:	Commissioner of Planning and Economic Development
Report:	#2018-COW-47
Date:	March 7, 2018

Subject:

Durham Region 2019 Ontario Parasport Games – Ontario Transfer Payment Agreement

Recommendation:

That the Committee of the Whole recommends to Regional Council:

That the Regional Chair and Regional Clerk be authorized to execute the Ontario Transfer Payment Agreement (TPA) between the Minister of Tourism, Culture and Sport (MTCS) and The Regional Municipality of Durham for the Durham Region 2019 Ontario Parasport Games.

Report:

1. Purpose

1.1 The purpose of this report is to seek authorization for the Region of Durham to execute the Ontario TPA between the MTCS and The Regional Municipality of Durham for the Durham Region 2019 Ontario Parasport Games.

2. Background

- 2.1 The Ontario Parasport Games is one of the province's five multi-sport Ontario Games events. Ontario Games provide athletes with quality competitive experiences and the opportunity to pursue their athletic goals.
- 2.2 On December 14, 2016, Regional Council endorsed Sport Durham's bid to host the 2019 Ontario Parasport Games and approved up to \$20,000 toward the cost of hosting the Games.

- 2.3 On June 9, 2017 the MTCS announced Durham Region won the bid to host of the Games.
- 2.4 The Durham Region 2019 Ontario Parasport Games will take place from Feb. 8 to 10, 2019 and will host up to 400 participants, including athletes and volunteers. The estimated economic impact is in excess of \$500,000.
- 2.5 The event will showcase competition in approximately ten sports in venues across Durham Region, and will include special events and program elements including a 100 Days Out Countdown event and a school program.

3. Financial Implications

3.1 Economic Development and Tourism and the Finance department will work together to develop the necessary processes and protocols for managing the Games funding and expenditures, risk management and reporting. A report will be submitted in April outlining these processes and protocols.

4. Conclusion

- 4.1 The Durham Region 2019 Ontario Parasport Games will foster community pride, build legacies, and will provide a positive economic benefit for Durham Region.
- 4.2 Finance staff has reviewed this report and the Commissioner of Finance concurs with the financial recommendations.

5. Attachments

Attachment #1:	Ontario Transfer Payment Agreement (TPA) – Durham Region 2019 Ontario Parasport Games
Attachment #2:	Ontario TPA Schedule "H" – Ontario Bid Guidelines 2018-2021
Attachment #3:	Ontario TPA Schedule "I" – 2018-2021 Durham Region Bid Proposal

Respectfully submitted,

Original signed by

B.E. Bridgeman, MCIP, RPP Commissioner of Planning and Economic Development Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of March 2018

BETWEEN:

Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport

(the "Province")

- and -

The Regional Municipality of Durham

(the "Recipient")

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project
Schedule "D" -	Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reports
Schedule "G" -	Ontario Games Protocols
Schedule "H" -	2018-2021 Ontario Games Bid Guidelines
Schedule "I" -	Durham Region Bid Proposal
any amending agr	eement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:
 - (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
 - (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 The Recipient acknowledges that:
 - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

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- (d) the Province is not responsible for carrying out the Project; and
- (e) 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 Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by Minister of Tourism, Culture and Sport

Date	
Duio	Title:
	Regional Municipality of Durham
Date	Name: Ralph Walton Title: Director of Legislative Service, Regional Clerk I have authority to bind the Recipient.
Date	Name: Roger Anderson Title: Regional Chair and CEO I have authority to bind the Recipient.

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SCHEDULE "A" GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

- A1.1 **Interpretation.** For the purposes of interpretation:
 - (a) words in the singular include the plural and vice-versa;
 - (b) words in one gender include all genders;
 - (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
 - (d) any reference to dollars or currency will be in Canadian dollars and currency; and
 - (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.
- A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"**Agreement**" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Bid Guidelines" means the 2018-2021 Ontario Games Bid Guidelines with which the Recipient must comply.

"Budget" means the budget attached to the Agreement as Schedule "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.

"**Contingency Fund**" means the portion of the Funds the Province provides to the Recipient pursuant to this Agreement that is identified as a contingency to cover any deficit incurred by the Recipient.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

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"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"**Funds**" means the money the Province provides to the Recipient pursuant to the Agreement.

"Games" means the 2019 Ontario Parasport Games.

"Games Chair" means the person selected by the Recipient to act as the Chairperson of the GOC and represent it.

"GOC" means the Games Organizing Committee established by the Recipient.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Legacy Fund" means any funds remaining from the operation of the Games including any unspent portion of the Contingency Fund.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Multi-Sport Organization" means a non-share capital corporation that organizes or promotes sport opportunities within multiple sport disciplines, on behalf of its members, and which has been formally recognized under the Province's Sport Recognition Policy.

"**Notice**" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Ontario Games Logo" means the official Ontario Games logo with respect to its uses as described in this Agreement.

"**Participant**" means any athlete, coach, manager and or major official who is properly registered with the GOC as a participant of the Games.

"Parties" means the Province and the Recipient.

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"Party" means either the Province or the Recipient.

"**Program Consultant**" means the person(s) appointed to represent and act for the Province in respect of the Games.

"Project" means the undertaking described in Schedule "C".

"**Provincial Sport Organization (PSO)**" means a non-share capital corporation that organizes or promotes sport opportunities within a single sport discipline, on behalf of its members, and which has been formally recognized under the Province's Sport Recognition Policy.

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A2.1 **General.** The Recipient represents, warrants, and covenants that:
 - (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
 - (c) it is in compliance with, and will continue to comply 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 Project, the Funds, or both; and
 - (d) unless otherwise provided for in the 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 will continue to be true and complete.
- A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:
 - (a) the full power and authority to enter into the Agreement; and
 - (b) taken all necessary actions to authorize the execution of the Agreement.
- A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:
 - (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to enable the Recipient's ongoing effective functioning;

- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

- A4.1 **Funds Provided.** The Province will:
 - (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
 - (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (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 the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **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
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible

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to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- A5.1 **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
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- A5.2 **Disposal.** The Recipient will 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 the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

- A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
 - (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,

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 Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- A7.2 **Record Maintenance.** The Recipient will keep and maintain:
 - (a) all financial records (including invoices) relating to the Funds or otherwise to the Project 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 Project.
- A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any 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 A7.2;
 - (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
 - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

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A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

- A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:
 - (a) acknowledge the support of the Province for the Project in a form and manner as directed by the Ontario Games Protocols in Schedule G; and
 - (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.
- A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province. The Recipient shall further adhere to the requirements of the Ontario Games Protocols in Schedule G regarding any of its Project-related publications.
- A8.3 **Advertising**. All advertising, publicity and signs relating to the Games shall be the responsibility of the Recipient, with the exceptions noted in Schedule G. All such materials must be in accordance with the requirements of the Ontario Games Protocols in Schedule G.
- A8.4 **French Language Requirements**. All advertising, publicity and signs relating to the Games shall reflect the spirit and intent of the French Language Services Act, R.S.O. 1990, c. F.32. The Recipient agrees to abide by the French language requirements set out in the Ontario Games Protocols in Schedule G.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will 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 Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

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- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project 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 not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will 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, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30-day written notice of cancellation.
- A10.2 **Proof of Insurance.** The Recipient will:
 - (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
 - (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:
 - (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

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- (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

- A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:
 - (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).
- A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

- A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:
 - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);

- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (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; or
- (d) the Recipient ceases to operate.
- A13.2 **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 Project;
 - (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 further instalments of Funds;
 - (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
 - (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:
 - (a) the particulars of the Event of Default; and

- (b) the Notice Period.
- A13.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:
 - (a) the Recipient does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

- A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
 - (a) demand from the Recipient payment of the unspent Funds; and
 - (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

- A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:
 - (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
 - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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

- A16.3 **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.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, 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.

A17.0 NOTICE

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.
- A17.2 **Notice Given.** Notice will be deemed to have been given:
 - (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
 - (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.
- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:
 - (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

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A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- A27.1 Other Agreements. If the Recipient:
 - has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
 - (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.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable crossreferenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B" PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	 \$110,000.00 consisting of: \$100,000.00 for the organization, management, promotion and conduct of the Games \$10,000.00 for the Contingency Fund
Expiry Date	July 1, 2019
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$500.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Tourism, Culture and Sport Address: 777 Bay St. 18 th Floor
	Attention: Ryan Albright
	Fax: 416-314-7458
	Email: Ryan.Albright@ontario.ca
Contact information for the purposes of Notice to the	Name: Regional Municipality of Durham
Recipient	Position: Lori Talling, Sport Tourism Coordinator
	Address: 605 Rossland Road East, Whitby ON, L1N 6A3
	Fax: 905-666-6228
	Email: <u>lori.talling@durham.ca</u> _
Contact information for the senior financial person in the Recipient organization	Position: Jim Clapp, Commissioner of Finance
(e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Address: 605 Rossland Road East, Whitby ON, L1N 6A3
	Fax: 905-666-6228
	Email: <u>jim.clapp@durham.ca</u> _

Additional Provisions:

1.0 CONFLICT OR INCONSISTENCY BETWEEN SCHEDULES

1.1 In the event of a conflict or inconsistency between any of the requirements of (i) the Bid Proposal or (ii) the Bid Guidelines, with the requirements of Schedules "A", "B", "C", "D", "E", "F", "G",, the requirements of Schedules "A", "B", "C", "D", "E", "F" or "G" shall prevail.

1.0 THE GAMES

1.1 The Recipient shall organize, manage, promote and conduct the Ontario Parasport Games from February 8 to 10, 2019 in the Durham Region in accordance with this Agreement.

2.0 RECIPIENT'S RESPONSIBILITIES

- 2.1 The Recipient shall provide all the facilities and services necessary to organize, manage, promote and conduct the Games to standards established by the Province as set out in the Bid Guidelines.
- 2.2 The Recipient may charge each athlete and athlete assistants (excluding coaches, managers, major officials and PSO representatives) who attends the Games a registration fee. Final registration fee structure to be determined by the Province.
- 2.3 The Recipient shall establish a Games Organizing Committee ("GOC") comprised of representatives from the Durham Region and community volunteers on or within 60 days of the date of this Agreement to organize, manage, promote and conduct the Games. The Recipient agrees and hereby invites, on behalf of the GOC, the Program Consultant to all meetings of the GOC and to provide dates of its sub-committees, as requested.
- 2.4
- 2.5 The Recipient shall provide office administration assistance and meeting space to the GOC, free of charge.
- 2.6 The Recipient shall obtain and maintain adequate office facilities and equipment, including computer hardware, software and firmware, for the efficient organisation, management, promotion and conduct of the Games.
- 2.7 The Recipient shall develop and provide management controls for the GOC, which management controls shall contain, in the sole discretion of the Province, sufficient formal checks and balances on the expenditure of funds to ensure that a deficit for the Games does not occur.
- 2.8 If at any time it appears that a deficit may occur and the Contingency Fund is needed to be used, the Recipient shall immediately notify the Province and shall propose a revision of the Budget. The Recipient shall submit any such revised Budget to the Province for written approval prior to implementing the revised Budget. This process will repeat itself each time the Contingency Fund is used until the Fund has been exhausted. If the Contingency Fund is exhausted the Recipient must propose a revision of the Budget to prevent any further deficit from occurring.

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- 2.9 The Recipient shall use the Contingency Fund and the Legacy Fund and interest earned thereon, from the organization, management, promotion or conduct of the Games according to the legacy plan outlined in the Bid Proposal and further developed by the GOC, as approved by the Recipient and the Province.
- 2.10 The Recipient shall keep any remaining portion of the Contingency Fund and any surplus funds in a Legacy Fund post Games to be established by the Recipient until the Legacy Fund is exhausted.
- 2.11 The Recipient shall not use any portion of the Contingency Fund, Legacy Fund, or any surplus funds or interest earned thereon from the Games at any time for the general purposes or operating costs of any municipality, including the Recipient, or of any other third party.
- 2.12 The Recipient shall enter into a Competition Agreement with the Province and each Provincial Sport Organization and Multi-Sport Organization in the form of agreement as provided by the Province.
- 2.13 The Recipient shall conduct an economic impact assessment for the Games and provide results to the Province either on their own or as part of the final report.

3.0 GAMES ORGANIZING COMMITTEE'S RESPONSIBILITIES

- 3.1 The GOC shall be accountable to the Recipient for the organization, management, promotion and conduct of the Games. The GOC, represented and led by the Games Chair(s) and Games Program Manager, shall follow the Bid Guidelines and shall:
 - (a) Establish the organizational structure to plan and operate the Games;
 - (b) Select sub-committee chairpersons;
 - (c) Set and submit to the Recipient for written approval the proposed budget for the Games;
 - (d) Implement management controls as established by the Recipient to ensure that the Games are operated within the Budget; and
 - (e) Manage the day to day operations of the Games.
- 3.2 The GOC and its sub-committees shall provide a minimum of fourteen (14) days advance written notice to the Province's Program Consultant of the date, time and location of their meetings by sending copies of the agenda for the said meetings, including all relevant documentation. After all such meetings, the GOC and its sub-committees shall provide copies of the minutes of their meetings, including relevant documentation, to the Program Consultant, whether or not the Program Consultant attends such meetings.
- 3.3 If a Legacy Fund is projected or actually occurs from the organization, management, promotion or conduct of the Games, the GOC shall develop a legacy plan which will outline how any such funds shall be used by the Recipient. The legacy plan shall be submitted to the Recipient and to the Province for

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approval within 120 days of the Games completion. In the event that the GOC fails to submit a legacy plan, any unspent portion of the Contingency Fund shall be considered as an unexpended portion of the Funds and shall be subject to return to the Province.

- 3.4 In developing the legacy plan, the GOC shall follow and foster the goals of the Games, and in particular, shall consider the following goals:
 - (a) To increase opportunities for the development of athletes to pursue competitive goals and achieve their personal potential;
 - (b) To develop, promote and enhance amateur sport at the community level; and
 - (c) Funds are not to be used for the general purposes or operating costs of any municipality, including the Recipient, or of any other third party.
- 3.5 The GOC agrees to maintain financial visibility with the Province. A detailed budget including an accurate and current income statement must be provided to the Province on a monthly basis at least one week prior to monthly GOC meetings. Failure to provide these income statements will result in holdback of instalments of Funds.

4.0 THE PROVINCE'S RESPONSIBILITIES

- 4.1 The Province has the right of prior approval of any change in each of the following aspects of the Games:
 - (a) Individual sports participating in the Games;
 - (b) Number of Participants;
 - (c) Site selection;
 - (d) The dates of the Games;
 - (e) The schedule of events; and
 - (f) Protocol and ceremonies.
- 4.2 The Program Consultant shall be entitled to attend all meetings of the GOC and its sub-committees. For greater certainty, such attendance by the :Program Consultant shall be in an observer capacity only so as to provide the support and expertise as required by section 4.4 of this Schedule. The Program Consultant shall not participate or vote in any decisions made by the GOC. The Program Consultant shall not be a member of the GOC.
- 4.3 The Province agrees to provide ongoing support and expertise to the Recipient and the GOC and shall provide consultation to all parties involved in the planning, organization, management, promotion and conduct of the Games, to a limit set by the Province in its sole discretion and at its own expense.
- 4.4 The Province shall review, within a reasonable time, the Budget for the Games submitted by the Recipient, and any revisions thereto, and shall review the legacy plan submitted. Upon such review the Province shall, in its sole discretion,

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approve the Budget and legacy plan, or shall return the Budget and legacy plan to the Recipient for modification and resubmission to the Province.

5.0 MARKETING AND SPONSORSHIP

5.1 The Recipient and the GOC acknowledge the necessity to protect the Province's relationships with its sponsors and suppliers and recognize that the Province will not act to diminish such relationships by reason of the financing of the Games. The Province, for its part, understands the need for the Recipient and the GOC to generate funds for the organization of the Games and will use its best reasonable efforts to support the Recipient and the GOC in this regard, subject to the supervision and control of the Province.

6.0 ADDITIONAL POLICIES

- 6.1 The Recipient shall take all reasonable steps to provide a harassment-free environment at the Games. Without limiting the foregoing, the Recipient shall:
 - (a) Implement human rights policy, either provided by the Province or that currently exists within a municipality, for the Games.
 - (b) Ensure that everyone involved in the Games, including, without limitation, staff, volunteers and all Participants, acknowledge and agree in writing to be bound by an anti-harassment policy in their involvement in the Games.
 - (c) Develop and implement a recruitment policy for new staff and volunteers at the Games which shall include appropriate screening mechanisms for their involvement in order to ensure the safety of everyone. At minimum, all staff and volunteers (recruited by the Recipient community) at the Games that are in direct contact with Participants of the Games must complete a Police Reference Check with the Vulnerable Sector Screening Program.
 - (d) The Recipient agrees that the GOC shall implement all protocols attached to this Agreement as well as any additional policies developed by the Province for the purpose of enhancing the Ontario Games Program, the Recipient's community or the Participants' experiences.
- 6.2 The Province shall have the right to review the above policies and make certain that they are acceptable before the Recipient implements the policies. If the Province is of the opinion that the policies of the Recipient are not acceptable, the Province shall require the Recipient to revise the policies to the Province's and the Recipient's mutual satisfaction.

7.0 INTELLECTUAL PROPERTY AND OWNERSHIP OF MATERIALS

7.1 All property including, but not limited to, documents, raw data, research, processes, technology, programs, computer programs, disks, designs, inventions, props, sketches, layouts, copy, commercial material, photographs, films, negatives, plates, videotapes, transcriptions, jingles, slogans, ideas and plans for promotion (collectively referred to as the "Materials") completed or produced, whether in draft or final form, for the Games, and all copyrights,

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patents, trademarks, industrial design rights, know-how and any other intellectual property rights arising therein are not the property of the Recipient. The Materials are and shall remain the property of the Province. Any agreement that the Recipient enters into with any third party must acknowledge that the Materials are the property of the Province.

- 7.2 The Recipient shall not make any changes to the Materials without the permission and approval of the Province.
- 7.3 Should the Recipient receive the permission or approval to make changes to the Materials, any such changes to the Materials made by any person, including the Recipient, shall be the property of the Province.
- 7.4 The Recipient shall have a licence to use the whole or any part of the Materials for the purposes of this Agreement, and such use includes providing copies to third parties the right to reproduce the Materials. This licence shall expire sixty (60) days after the final day of competition of the Games. The Recipient shall not market or distribute the Materials in or outside Ontario for any profit, directly or indirectly, without the prior written consent of the Province.
- 7.5 Where the Recipient makes a presentation in accordance with this Agreement, the Recipient shall acknowledge the Province as the Funding Partner in the format provided by the Province.
- 7.6 The Recipient shall deliver to the Province, by due and proper assignment under seal, any and all of the rights and releases in the Materials held by it, or any part thereof, including those acquired or to be acquired by it or which may be acquired by it relating to any changes to the Materials or any part of them.
- 7.7 The Recipient shall obtain signed, written releases from anyone engaged by it in the production of any changes to the Materials. If any individual giving a release is under the age of eighteen (18) years, the release shall be signed by a parent or guardian of such individual. Where the best efforts of the Recipient cannot obtain absolute releases, it shall obtain releases fully sufficient to permit the Materials to be used by the Province or others.
- 7.8 The Recipient shall obtain for the Province all applications, acknowledgements, releases, performance rights, consents, element clearances and any other instruments involving the Materials necessary for it to grant to, vest in and convey to the Province or others the rights described in this Agreement.
- 7.9 The Recipient shall assist the Province with any Canadian or foreign patent or trademark application, copyright registration or any other intellectual property claim or interest in relation to the Ontario Games that the Province considers appropriate by providing the Province with any documentation or any other information (both verbal and written) that will assist the Province in its preparation or prosecution of a claim.

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- 7.10 The Recipient shall use the Ontario Games signage provided by the Province at all sport venues and accommodation (where possible). The GOC will be required to submit a plan to accept delivery of signage and store signage before and during the Games and return, store signage and prepare for pick up post games. All signage will be delivered and picked-up from a central location determined by the Recipient. The Recipient will be responsible for deploying and picking-up signage to each Games venue and accommodation location. The GOC will be required to sign an agreement outlining the requirements for returning signage post Games.
- 7.11 The Recipient warrants and represents neither the Materials nor any of its elements that may be produced by it shall in any way:
 - (i) infringe or violate any trademark, patent, trade name, or copyright or any other right of a third party whatsoever, including, but not limited to, any person's right to privacy, or right to publicity, or right to any material; or offend any law, statute, regulation or order of the provincial, federal or municipal governments, including, but not limited to, obscenity, libel and slander, passing off, infringement of copyrights, trademarks, trade names and misappropriation of personality.

SCHEDULE "D" BUDGET

	Feb 12	Bid
EXPENDITURE	S	
Accommodations - Athletes, coaches, support, officials, PSOs	\$52,980	\$50,000
Administration - Office supplies, postage, internet, phone, insurance, etc.	\$6,070	\$7,000
Food Services - Participants and volunteers	\$71,960	\$51,000
Medical - Physiotherapists and athletic therapists	\$2,000	\$2,000
Marketing and Communications - Advertising, signage, print materials, French translation, website, etc.	\$17,910	\$20,000
Registration and Accreditation - Software, accreditation materials, etc.	\$ 5,650	\$5,000
Special Events - 100 Day Countdown, Opening Ceremonies, VIP Reception, Athlete Reception	\$37,690	\$40,000
IT and Equipment - Laptop and radio rentals, cell phones	\$ 3,000	\$3,000
Sport - Venues, equipment costs	\$24,080	\$28,500
Transportation - internal and external costs	\$52,710	67,000
Volunteers - Recognition event, clothing, recruitment,		
training, etc.	\$7,490	7,000
Merchandise - Apparel cost	\$4,000	\$4,000
Total Expenses	\$285,540	\$284,500
REVENUES		
Hosting Grant - Ministry of Tourism, Culture and Sport	\$110,000	\$110,000
Registration Fees (athletes and support)	\$ 33,540	\$30,000
Region of Durham	\$ 20,000	\$20,000
Town of Whitby - In-Kind for Sledge Hockey facility (under Sponsorship below)		\$2,500
Other Potential Revenue Sources		
Merchandise/Apparel Sales	\$7,000	\$7,000
Central Counties Tourism (RTO 6) - pending 2018-19 budget approval	\$20,000	\$20,000
Durham Region Hotel Association (estimated 10 per cent of room sales)	\$5,000	\$5,000
Trillium Grant and other potential grants	\$30,000	\$30,000
Other Potential Revenue Sources Total	\$62,000	\$62,000
Sponsorship/Fundraising - Cash and In-Kind including Town of Whitby In-Kind for Sledge Hockey	\$82,500	\$80,000
Total Revenues	\$308,040	\$304,500
Total Revenues	\$ 308,040	\$304,500
Less Total Expenses	\$285,540	\$284,500
Total Projected Legacy	\$22,500	\$20,000

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Timeline	Funding Year	Key Activities	Key Indicators	Payment Schedule
Upon signing the hosting Agreement with the Province	17/18	Form Games Organizing Committee Provide Certificate of Insurance Submit budget for Ministry approval	Provide Games Organizing Committee list including names and contact information Provide a copy of the Certificate of Insurance Provide address of office space Budget received	\$30,000
By 12 months out from the Games	17/18	Conduct sport venue tours with GOC, Provincial and Multi-Sport Organizations Secure accommodation contracts Secure sport venue contracts Launch website Create sponsorship package with target sponsor list	Identify dates and deliver on tours Provide copies of accommodation contracts Provide copies of sport venue contracts Website is live Provide a copy of sponsorship package to MTCS (must be approved by MTCS) with list of sponsors being approached	\$25,000
By 9 months out from the Games	18/19	Launch volunteer registration system Secure transportation provider Conduct first one on one meeting with Provincial and Multi-Sport Organization	System launched Provide copy of contract with transportation provider Identify dates and deliver meetings	\$15,000
By 6 months out from the Games	18/19	Secured required medical personnel Create meal schedule Create transportation schedule Secure vendors for Opening Ceremonies Identified accommodation allocation by sport Secure required sport equipment Secure food service contracts Identify Sport Venue Managers	Provide names and positions of medical personnel Provide meal schedule Provide transportation schedule Provide copies of contracts with vendors Provide list of accommodation allocation by sport Identify sport equipment, equipment provider and contact information	\$15,000

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			Provide copies of food service contracts Provide list of Sport Venue Managers names and contact information	
By 3 months out from the Games	18/19	Launch participant registration system Secure medal provider Secure Games Headquarters Establish agenda for Opening Ceremonies Conduct second one on one meetings with Provincial and Multi-Sport Organizations Signage deployment/retrieval plan	System launched Provide contract for medal provider Identify address for Games Headquarters Provide agenda for Opening Ceremonies Identify dates and deliver one on one meetings Province signage plan	\$15,000
By 4 months post 19 Games	19/20	Submit satisfactory final report	Report received and approved by MTCS	\$10,000

1.0 INFORMATION REQUIREMENTS AND REPORTS

- 1.1 The Recipient shall submit to the Province financial statements, including an explanation of variances from the budget or any subsequent revisions to the Budget, under the following timelines:
 - (a) Quarterly reports from the time period of signing this Agreement to six (6) months prior to the commencement date of the Games;
 - (b) Monthly reports from the time period starting six (6) months prior to Games up to the commencement date of the Games.
- 1.2 The Recipient shall submit to the Province all minutes from meetings of the GOC including reports prepared for or submitted to the GOC and its sub-committees.
- 1.3 The Recipient shall submit to the Province two (2) hard copies and one (1) electronic copy of a final report regarding the Games within one hundred and twenty (120) days of the final day of competition of the Games. The final report shall contain the following:
 - (a) the final reports of each of the GOC's sub-committees, and a final report of the GOC about the success of the Games, which reports shall include all elements listed in the Final Report Guidelines provided by the Province.
 - (b) An audited financial statement or a financial review engagement, prepared by a chartered accountant, for every whole or partial fiscal year coinciding with the term of this Agreement. A financial review engagement provides a moderate level of assurance about financial statements. The review consists primarily of inquiries and discussions with management, analyses of information they provide; and only limited examination and testing of systems, procedures and transactions. This can be completed via an internal city audit or external audit.
- 1.4 The Recipient shall submit to the Province an economic impact report within one hundred and twenty (120) days of the final day of competition at the Games unless the Province has approved a different deadline.
- 1.5 The Recipient shall submit to the Province any other reports as may be requested in accordance with the timelines and content requirements specified.

General Items of Overall Games Delivery

- The Province will conduct an orientation session with each Chair of the Recipient's GOC.
- The Province will provide a tasks and timelines schedule that the Recipient can use. It will focus on recommended structures, tasks, samples and timelines that have been successful for previous Ontario Games and other provincial level Games across Canada.
- The Recipient will conduct orientation sessions with each member of their subcommittees.
- The Province will provide logo guidelines to Recipient.
- The Recipient will conduct sport venue tours with the Province and PSOs at least one year prior to the Games. Tours will also be provided to the GOC and committee members whose plans affect or are affected by the operations of the sport venue.
- The Recipient will provide progress reports from each Committee four months prior to the Games.
- The Recipient will adopt a human rights policy for Games. The province will provide a sample policy if the Recipient's municipality does not already have one.
- The Recipient agrees to follow the guidelines on French Language Requirements:
 - It is the responsibility of each committee chair to ensure that the French Language Service Requirements are implemented for their specific area of responsibility. The Chair will have overall responsibility to ensure the implementation of these guidelines.
 - The following Materials must be made available in French and English:
 - Province wide media releases
 - Logos
 - Invitations to Special Events (i.e. Opening Ceremonies & VIP Receptions)
 - Programs for Special Events
 - Components of the Opening and Closing Ceremonies including Athletes & Officials Oath, National Anthem
 - Bilingual representative available for the duration of the Games to assist with translation requirements
 - Signage
 - Medals
 - Accreditation tags
 - Posters
 - Where inserts are produced for English newspapers, an equivalent must be produced if a French newspaper exists in the community.
 - The following materials do not need to be translated but must indicate 'This information is available in French upon request' and in a visual place on the materials:
 - Registration package and forms
 - Officials Games Programs and/or Participant Handbooks
 - Website

- Tickets
- For any materials that are not listed above please contact the MTCS for clarification.
- The Province and Recipient agree to arrange quarterly meetings with PSO to review plans for the Games.

Items Specific to Functional Areas

Accommodation

- The Recipient will provide accommodations for all athletes, coaches, managers, officials and provincial sport organization representations under the following guidelines:
 - Accommodations in close proximity creating an Athlete's Village atmosphere (i.e., University residences, close hotels etc.) wherever possible.
 - Participants must be separated by gender within rooms and where possible gender based floors.
 - Coaches and Managers are provided separate accommodations from athletes unless in a dormitory style setting where two or more adults may be accommodated with minors and is subject to the approval of the Province.
 - Coaches and managers of opposite genders cannot share rooms with athletes or be within a unit of the opposite gender.
 - Athletes and coaches can be accommodated in a school setting with a maximum of 18 per classroom (based on 30 sq. ft. per participant). The Recipient must be able to provide cots/mattresses/beds.
 - In a standard room at the hotel, one person per bed with a maximum of three athletes per room. If hotel rooms are larger, the number of athletes per room can be increased if approved by the Province.
 - Due to varied sport schedule no more than one team or sport can be roomed together, participants must be separated by sport, team or region.
 - Provincial sport organization representative will be provided with a separate room at the Athlete's Village unless otherwise agreed upon by PSO, the Recipient and the Province.
- The Recipient will provide all linens and pillows for participants.
- The Recipient will provide at minimum of single bed 39" x 75" with a mattress thickness of at least 5 inches for each participant.
- The Recipient will provide rooming list forms to the PSO following the registration deadline.
- The Recipient will provide accommodations to all participants for the duration of the Games from Opening Ceremonies to the morning of the final day of the participant's competition.
- The Recipient will provide security during the overnight hours at all accommodations during the Games. PSO Reps, Coaches and Manager will assist in the supervision of athletes.
- Curfew is 10:00 pm for all participants residing in the Ontario Games accommodations with lights out at 11:00 pm. Coaches and managers will be the main individuals responsible for implementing the curfew, the recipient security will provide support implementing curfew.

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• The Recipient will provide an accommodation plan for family and friends of participants 120 days prior to the start of the Games.

Administration

- The Recipient will adopt their Municipal Risk Management policy.
- At the discretion of the Recipient, a contract can be negotiated with a souvenir company to deliver and provide souvenirs for the Games. All souvenir designs would be subject to approval by the Province. All funds raised through souvenir sales must be included in the budget.
- The Recipient can charge an admission fee for all Ontario Games events for individuals who are not participating in the Games.
- The Recipient is responsible for sourcing out a French Language Service provider and ensuring French Language guidelines are adhered to in all aspects of the Games.

Games Headquarters

- The Recipient will establish a Games Headquarters prior to the start of the Games. The headquarters must include:
 - A direct phone number prior to and after the Games and include multiple phone lines during the Games.
 - Sufficient space available for all necessary committee areas including, but not limited to security, transportation, results, communications, and Games staff.
- The Recipient will operate the Headquarters on a 24-hour basis from the day prior to Opening Ceremonies until the last day of competition. If participants must stay beyond the last day due to flight availability and schedules, the headquarters phone must be forwarded on to a key contact OR the voice message must provide an alternative phone number to call.

Finance

 The Recipient will provide the Province with a copy of the financial statements on a monthly basis with an explanation of any variances from the approved or revised budget. Consistent with the reporting process identified in Schedule F – Reporting.

Food Services

- The Recipient will provide participants with a menu that reflects the nutritional needs of the participants. Ensuring that each meal provide a variety of foods that are rich in grains, protein, vegetables and fruit.
- Special dietary restrictions must be collected by the Recipient through registration and alternative arrangements made if planning meals are not sufficient.
- The Recipient will follow Food Safe standards for all food preparation and specifically for any boxed lunches that are transported and stored at venues.
- Boxed lunches must be provided by the Recipient to participants whenever competition schedules do not allow for the ability to travel back to the accommodations or designated meal location.

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- The Recipient will provide all menu plans to the Province for approval 120 days prior to the Opening Ceremonies.
- Alternative sport specific meals may be requested by the PSO and at the approval of the Recipient and the Province.

Sponsorship and Fundraising

- The Government of Ontario as represented by the Ministry of Tourism, Culture and Sport shall be named the official Funding Partner of the Games. The Province should be acknowledged before any other sponsor of the Games. No other sponsor should receive more recognition than the Government of Ontario. The Recipient will provide a plan for sponsorship acknowledgement to the Province for approval. The Province all retains the right to approval and Title or Presenting Sponsor of the Games.
- The Recipient will provide the Province with the most prominent exposure on all collateral materials. Under no circumstance shall the acknowledgement of the Province be less favourable than that granted to any other sponsor.
- The Province shall participate in the manner it chooses and in its sole discretion, in the development of any supplemental marketing/sponsorship plan which the Recipient propose with respect to supporters of the Games, including categories to be offered and the rights they grant. The Province shall approve in writing any marketing/sponsorship plan prior to its implementation.
- The Recipient is responsible for all advertising, publicity and signage related to the Games, approval from the Province must be attained prior to production.
- The Recipient will provide the Province with the following methods of recognition:
 - Ad/Logo in event publications, participant handbooks
 - Space for Provincial information at Information Booths.
 - Logo at Registration and Information Booths.
 - Promotional Material provided by the Province to be distributed to all participants e.g., in participant handbags
 - Placement of the Province and Games logos hyperlinked on websites related to the Games.
 - All signage at the Ontario Games must include the Province logo including any signage recognizing other sponsors of the Games.
- The Recipient will provide an opportunity for the Province to send a representative to speak at every event leading up to and throughout the duration of the Games. Events could include but are not limited to:
 - Opening & Closing Ceremonies
 - VIP Reception
 - o Countdown events e.g., 100 Day, 1 Year etc.
 - o Medal Presentations
- The Recipient will provide an opportunity for the Province to participate in any and all Press Conferences and provide quotations for any press releases such as host announcement, media advisories, Games conclusion release.
- The Recipient will include all cash and value in-kind sponsorship raised must be included in the overall budget (either designated to a specific Committee or under Sponsorship & Fundraising).
- The Recipient will comply with restrictions to the inclusion of alcohol sponsors. Tobacco companies are not permitted to be recruited as Sponsors.

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Medical

- The Recipient will ensure all medical staff and volunteers complete and submit a Medical Incident report at any point a medical assessment or treatment is conducted on a participant in the Games or a spectator at the venue.
- The Recipient will develop a consent for treatment form that must be completed by individuals who require treatment during the Games.
- The Recipient is responsible for collecting and reviewing all Medical Incident Reports.
- The Recipient will provide medical coverage appropriate to the sport at all venues. Sport Technical Packages provided by the PSOs will provide this information.
- Medical coverage by the Recipient will be provided during at both training and competition venues unless indicated otherwise by the PSO.
- If a PSO does not specify level of medical coverage, the Recipient will assign a dedicated first aid and first responder.
- The Recipient will develop a policy for the removal of an injured athlete from competition; the policy must be communicated to all PSOs at least one month prior to the Games.

Promotions

- All promotional material developed by the Recipient is subject to approval by the Province.
- All photographs taken by the Recipient during the Games are the property of the Province and can only be used for the purpose of promoting the Ontario Games Program.
- The Recipient permits each PSO to have access to their sport's photographs at no Cost.
- The Recipient permits parents and PSOs to be on site taking photos during the Games. These photos can be used to promote their sport.
- The Recipient will develop a Games website for the purpose of communicating information to Games participants and the public.
- The Recipient will create a signage plan for the Games including identifying a central location for signage storage and a means to transport signage to and from the identified central location.
- The Province will provide the Recipient with an inventory of signage that will be delivered to a central location that must be used for the Games.
- The Province will provide two mascot appearances to promote the Games prior to the Games start date

Registration

- The Recipient will source a system to collect registrations. The Province and Recipient will work together on the registration template and information to be collected.
- The Recipient will open registration a minimum of two months prior to the registration deadline. The registration deadline will close at the latest three weeks prior to the Games.

• The Recipient will communicate the on-site registration and accreditation process to PSOs no later than one week prior to the Games.

Security

- Curfew is 10:00 pm for all participants residing in the Ontario Games accommodations with lights out at 11:00 pm. Coaches and managers will be the main individuals responsible for implementing the curfew, the recipient security will provide support implementing curfew. Security will contact coaches/managers and GOC chairs regarding any concerns with Games Participants.
- The Recipient will record all incidents on an Incident Report Forms. A copy of all incident report forms will be provided to the GOC and the Province.
- The Recipient will report any incident requiring local emergency services or cannot be handled by Coaches/Managers to GOC Chair and the Provincial representative on-site.
- Provide on-site security at sport venues where sport equipment is stored.

Special Events

- The Recipient may sell tickets for any Opening or Closing Ceremonies.
- A VIP reception may be hosted by the Recipient during the Games. The Province will provide a list of VIPs that have to be invited to the Games.
- The Province will designate a representative from the Ministry of Tourism, Culture and Sport to speak first at the Opening or Closing Ceremonies. As well, the Province will designate a representative to speak at any other events.
- The Recipient will provide information and itineraries for all special events in advance to the Province.
- The Province may invite special guests such as Ministry representatives, past and future Ontario Games hosts to tour during the Games, seeing venues and talking with athletes, GOC members and other VIPs.

Sport

- The Recipient will provide at its expense, the venue that meets the Sport Technical Package submitted by the PSO.
- The Recipient will provide any equipment the PSO cannot provide for competition, if equipment is not available locally the Recipient will arrange for the transportation for equipment from other communities.
- The Recipient will provide both a local sport manager and venue manager to work with the PSO during the Games. The sport manager will work alongside the PSO to manage and resolve and Games related issues. The venue manager will be responsible for any issues with the venue.
- The Recipient will provide gold, silver and bronze medals as identified by the PSO in their Sport Technical Package.
- The Recipient will provide opportunities for representatives from the Province to present medals during the Games.
- The PSO is responsible for sport rules and other technical information. The Recipient will work the Province and the PSO should any needs be identified that are essential to competition.

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- The start and complete date of each competition is set by the PSO and approved by the Province. The Recipient is informed of any changes in competition dates as they occur.
- A joint decision between the Province, Recipient and the PSO will be made if schedule events are postponed or cancelled.
- The Recipient will manage the recording and reporting of results. Updated results must be placed on the Ontario Games website as competitions are completed. The PSO will inform the Recipient on the best way results should be reported.

Transportation

- The Recipient will provide transportation for Games participants upon their arrival to the host community.
- Transportation to and from host community's airport/train/bus station to accommodation must be provided by the Recipient.
- Participant transportation to and from venues (Sport and Ceremony) and accommodations must be provided by the Recipient.
- The Recipient will adopt the Ontario Games External Travel Policy provided by the Province.

Volunteers

- The Recipient will ensure a vulnerable sector check is conducted for volunteers who work in a role that has direct contact with Games participants. At a minimum, the Recipient will conduct a Vulnerable Sector Check for the following volunteer roles:
 - Games Organizing Committee Members
 - Accommodations including any volunteers with access to the participant accommodations at any time.
 - Sport venue volunteers with access to participant dressing rooms.
 - Medical Services
 - o Security
 - Any volunteers accessing personal information, e.g., registration database.
- The Recipient at their discretion can require other volunteer positions to complete a Vulnerable Sector Check.
- The Recipient will ensure all volunteers who do not complete a Vulnerable Sector Check complete the Volunteer Boundary Form as provided by the Province. The Recipient will keep all Volunteer Boundary Forms on file for seven years.
- The Recipient is responsible for providing all volunteers required to operate the Games including Minor Officials identified by Sport Technical packages.

Critical Incident Protocols

In the event of a critical incident, procedures will be followed in the attempt to address the situation with the individual(s) and the sport involved as efficiently and effectively as possible. The following list of procedures will happen simultaneously:

- Contact the GOC Chair and Program Consultant. The GOC Chair will act as the spokesperson and all media requests will be handled by the spokesperson.
- The first person to know about the incident should contact the Ontario Games Headquarters. The headquarters volunteer should follow the instructions outlined below (which should be posted in an accessible location at Headquarters). Phone numbers for GOC Chair and Program Consultant should not be given out; please relay the information to them.
- If necessary, a briefing will be arranged by the GOC Chair and Program Consultant at Games Headquarters and the necessary Committee Chairs will be contacted to attend the meeting.
- The Program Consultant will notify the Manager, Games Program Unit and Ministry of Tourism, Culture and Sport representatives.
- The Headquarters will notify all Committee Chairs and inform them that any inquiries should be directed to the Headquarters.
- A written statement will be prepared for distribution to all committee members and volunteers.
- The Chair of Security will act as a liaison between the GOC Chair and Program Consultant and the local police department.
- If appropriate, the Promotions Committee may prepare a Press Release or Media Conference at the direction of the GOC Chair.
- Sport and Venue Managers will ask all volunteers to refrain from commenting to the media from the site of the incident in order to protect the identities of the parties involved.
- In the event that the incident takes place at a sport venue, the GOC Chair, Program Consultant, Chair of Sport and Sport Manager will determine if the competition should continue.
- The GOC Chair and Program Consultant will visit the venue when reasonably possible.
- The GOC Chair will contact the participant's family.

(attached)

(attached)



Ontario Games Bid Guidelines 2018-2021



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Games **Ontario** Jeux de **l'Ontario**

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Games **Ontario** Jeux de **l'Ontario**



Ontario Games Overview

The Province of Ontario and the Ministry of Tourism, Culture and Sport (MTCS) is excited to release the bid guidelines for upcoming Ontario Games from 2018 through to 2021. The Province is set to deliver five multi-sport Games showcasing Ontario's athletes and communities. The Games offers participants, volunteers and spectators an opportunity to experience the excitement of multi-sport Games, while leaving behind an important legacy of community pride and sport tourism development. Since 1970, the Games have brought some of the best athletes in the province together to reach for their dreams and pursue excellence in sport. Guidelines for the following Games are included:

2018	2019	2020	2021
Ontario Winter Games	Ontario 55+ Winter Games	Ontario Winter Games	Ontario 55+ Winter Games
Ontario Summer Games	Ontario ParaSport Games	Ontario Summer Games	Ontario ParaSport Games
Ontario 55+ Summer Games		Ontario 55+ Summer Games	

New for 2018-2021

As of April 2015, the Ontario Games program is being delivered directly through the MTCS. Since April 2015, MTCS has been assessing the Ontario Games and engaging stakeholders in a review of the Games. Feedback has been collected and MTCS is moving forward with several changes to the Games program to make hosting more attractive to the municipality. Some of the key changes include Hosting Grant Amounts, Deficit Guarantor and Legacy Fund, Host Community Supports and Revised Bid Timelines.

Hosting Grant Amounts

For the first time since 2008, hosting grant amounts will be increased for the 2018-2021 Games cycle. The increase in hosting grants are necessary to better reflect the current sport hosting environment and the increase in key costs (accommodations, meals, transportation) over the past eight years.

Games	Previous Hosting Grant Amount	New Hosting Grant Amount
Ontario Winter Games	\$600,000	\$900,000
Ontario Summer Games	\$600,000	\$900,000
Ontario 55+ Winter Games	\$200,000	\$210,000
Ontario 55+ Summer Games	\$150,000	\$210,000
Ontario ParaSport Games	\$60,000	\$100,000

Deficit Guarantor & Legacy Fund

Based on feedback from Municipalities, the deficit guarantor was a major deterrent to hosting the Ontario Games and this requirement has been removed. Moving forward, MTCS will hold additional funding to be used to cover any deficits as a result from hosting the Games. Should a host municipality run a deficit, the additional funds can be accessed for that purpose to a maximum of \$100,000. If no deficit occurs the host municipality would receive the full amount to be used for agreed upon Games legacy initiatives.

Games	Additional Funding / Potential Legacy Fund
Ontario Winter Games	\$100,000
Ontario Summer Games	\$100,000
Ontario 55+ Winter Games	\$25,000
Ontario 55+ Summer Games	\$25,000
Ontario ParaSport Games	\$10,000

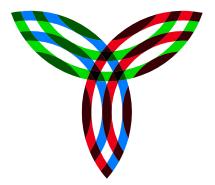
Host Community Supports

Several assets have been acquired by MTCS that will be held as part of a central inventory that can be used by host communities. These assets will help reduce the cost of hosting as well as provide a consistent Games experience leading up to and during the Ontario Games. Assets include:

- Signage & Signage Equipment
- Cauldron
- Podiums
- Medal Trays
- Medical Supplies
- Additional equipment extension cords, power strips, tents

Revised Bid Timelines

Starting for the bid process for the 2020 Ontario Winter Games, host selection will occur three years in advance of hosting the Games versus the traditional two years. The extra time will help host municipalities prepare to host the Ontario Games.





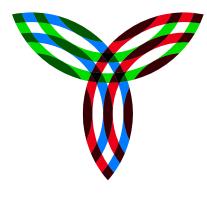
Facts and Figures

Ontario Games	Participants	Sports	Economic impact	Frequency (Bi-Annual)
Winter Games	2,700 - 3,500	22-27	\$6 million +	Even Years
Summer Games	3,000 - 3,500	22-27	\$6 million +	Even Years
ParaSport Games	400+	8-10	\$500,000 +	Odd Years
55+ Winter Games	800 -1100+	10-12	\$2 million +	Odd Years
55+ Summer Games	1,300 -1,500	16-20	\$2 million +	Even Years

Why host the Games?

Host municipalities can expect to:

- Increase economic activity and tourism to the community and region
- Develop a strong base of qualified volunteers in the community
- Build community spirit and pride.



What support does the province provide?

The province will support host communities by providing:

- Community consultations on bidding process
- An advisory team to help support host communities every step of the way
- Hosting grants to off-set costs
- Assistance managing all Games stakeholder relationships
- Games resources such signage, podiums and equipment to help off-set the costs.



Ontario Games Bid Timelines 2018-2021

Ontario Winter/Summer Games

Task	2018 Ontario Winter Games	2018 Ontario Summer Games	2020 Ontario Winter Games	2020 Ontario Summer Games
Letter of Intent Due	February 29, 2016	March 31, 2016	September 30, 2016	April 14 2017
Bid Submission Due	March 31, 2016	May 31, 2016	December 15, 2016	June 15, 2017
Site Review	April 2016	June 2016	January 2017	June 2017
Official Announcement	April 2016	August 2016	March 2017	August 2017
Event Dates	Early March 2018	August 2018	Early March 2020	August 2020

Ontario 55+ Winter/Summer Games

Task	2018 Ontario 55+ Summer Games	2019 Ontario 55+ Winter Games	2020 Ontario 55+ Summer Games	2021 Ontario 55+ Winter Games
Letter of Intent Due	March 15, 2016	September 30, 2016	April 14, 2016	September 30, 2017
Bid Submission Due	May 15, 2016	November 30, 2016	June 15, 2017	November 30, 2017
Site Review	June 2016	December 2016	June 2017	December 2017
Official Announcement	August 2016	February 2017	August 2017	February 2018
Event Dates	August 2018	February 2019	August 2020	February 2021

Ontario ParaSport Games

Task	2019 Ontario ParaSport Games	2021 Ontario ParaSport Games
Letter of Intent Due	September 30, 2016	September 30, 2017
Bid Submission Due	December 15. 2016	December 15. 2017
Site Review	January 2017	January 2018
Official Announcement	March 2017	March 2018
Event Dates	Early March 2019	Early March 2021



Ontario Games Bidding Process

Letter of Intent

Municipalities interested in submitting a bid for any of the five Games are required to submit a letter of intent to the MTCS by the date outlined above. The letter of intent will provide an opportunity for MTCS to make direct contact with you to provide assistance in preparation for the bid.

Note: Submitting a letter of intent does not commit a community to submitting a bid, it provides an opportunity to consult with the MTCS to discuss aspects of your bid and ensure that you are able to put forth the best bid for your community.

To ensure a fair and equal bidding process, questions and additional information about the Games will be shared with all communities who have submitted letters of intent.

Bid Submission

Municipalities must prepare a bid submission that includes all items listed under the Bid Requirements section. At least one hard copy and one electronic copy of the Bid Submission must be received at the MTCS by the deadline set out above. Original copies of each letter of reference are required in the hard copy Bid Submission.

Bid Review & Site Visits

MTCS will appoint a Site Review Committee (SRC) which will evaluate each Bid Submission based on the requirements outlined in the Bid Guidelines. The SRC is comprised of individuals from MTCS, Provincial Sport Organizations (PSOs) and professionals with experience in hosting multi-sport games and bid evaluation. ParaSport Ontario and Ontario Senior Games Association will be directly involved in the evaluation of Bid Submissions and the Site Review Committee for their respective Games. The SRC will identify a short list of communities for site visits based on the written submission and evaluation.

The site visit provides the SRC with an opportunity to further assess the strengths and weaknesses of each Bid Submission. In addition, the SRC will be provided with an opportunity to ask any questions and get clarification on the Bid Submission. If required, any further details or clarification requested by the SRC must be submitted within one week of request. The Site Review also allows the community the opportunity to strengthen and enhance components of their written bid submission.

Recommendation to Minister

After completion of the evaluation process a recommendation will be put forward for approval to the Minister of Tourism, Culture and Sport.

Official Announcement of Successful Community

Upon receiving final approval, MTCS will notify the successful community and make arrangements for a formal announcement.



Elements of your Bid Submissions

The Bid Submission must provide a clear indication of how your community would successfully host the Ontario Games. Each of the following sections summarizes the critical areas of responsibility for a successful Games. Each area of responsibility includes a list of mandatory requirements; failing to meet the mandatory requirements will result in a Bid Submission that is incomplete.

1. Introduction

The delivery of the Games is a partnership between the Host Community, MTCS and/or ParaSport Ontario and Ontario Senior Games Association. It is an exciting opportunity to showcase your community to the rest of the Province. It is important to provide a rationale for your municipality's decision to bid for one of the Ontario Games. Each Host Community will be responsible for forming a Games Organizing Committee (GOC) and developing a transition plan between the bid submission and a working GOC. The Committee will be comprised of dedicated volunteers who deliver on the various components of the Games.

Note:

All appendices referenced in the Bid Guidelines are available by contacting Ryan Albright, Games Program Advisor, Ryan.Albright@ontario.ca

- Community Overview (including achievements);
- Community Support;
- Resolution from Municipal Council indicating a support for a bid;
- Proposed Financial Contribution from Council;
- Games Organizing Committee Structure (Appendix B Sample GOC Structure);
- Organizing Chart identifying proposed Committee Members;
- Transition Plan between Bid Submission and a working GOC.

2. Finance

MTCS provides operating grants for each of the five Ontario Games. Please refer to Appendix C for a summary of expenses that the operating grant must be used for when delivering the Games. In addition, each Host Community will collect registration fees outlined below for each participant.

Games	Hosting Grant	Registration Fees	Anticipated Total Registration Fees**
Ontario Summer Games	\$900,000	\$110 (Athletes)	\$200,000
Ontario Winter Games	\$900,000	\$110 (Athletes)	\$200,000
Ontario 55+ Winter Games	\$210,000	\$150 (Participants) \$250+ (Non-Participants)	\$150,000
Ontario 55+ Summer Games	\$210,000	\$150 (Participants) \$250+ (Non-Participants)	\$180,000
Ontario ParaSport Games	\$100,000	\$110 (Athletes & Support staff)	\$30,000

** Total registration fees will vary based on the number of registrants. MTCS reserves the right to modify registration fees 12 months prior to the Games.

Bid Submission Requirements

Proposed Budget included all anticipated revenues and expenditures. (Appendix D/E - Sample Ontario Games Budget;

- Ontario Winter/Summer Games, Ontario 55+ Winter/Summer Games must include a General Manager Position;
- Potential sources of revenue generation;
- Risk Management Plan (Deficit/Surplus);
- Legacy Plan.
- Plan between Bid Submission and a working GOC.

3. Sport Technical

Sport Selection Process - Ontario Winter/ Summer Games & Ontario ParaSport Games:

MTCS will develop a Sport Selection Application process for all recognized Ontario Provincial Sport Organizations. The purpose of the application process is to ensure that all sports are using the Games as an integral part of their Athlete, Coach and Official Development. A final sport list including anticipated participation numbers will be provided to the host community at least 18 months prior to competition.

Communities can anticipate approximately 3,500 participants in 24-30 sports at both the Ontario Winter/ Summer Games and 400 participants in 8-10 sports at the Ontario ParaSport Games.

Sport Selection Process – Ontario 55+ Winter/ Summer Games:

The Ontario Senior Games Association Board of Directors will designate its sports for the each Ontario 55+ Games. The designation of events is determined using the most current participation statistics. This breakdown, along with the maximum number of participants per sport, will be decided at their Annual General Meeting at least 18 months prior to the Games.

Sport Technical Overview:

A list of current sports and participant numbers for all five sets of Games is outlined in Appendix F. In addition, sport technical information (minimum and ideal standards) specific to each sport is outlined in Appendix G – Winter and Appendix H – Summer. Communities can determine the feasibility of hosting a set of Games by completing a Venue/Sport evaluation form included in Appendix I. A bidding community is required to complete one form for each sport identifying how their designated facilities meet the technical requirements.

It is the intention that a selected community will have the ability to host all the sports selected to the Games. However, MTCS understands this is not always possible and should not deter a community from bidding on the Games. Being able to accommodate all sports will factor in grading a bid but is not the sole determinant in selecting a host.

Equipment:

Each host community is responsible for obtaining (purchase, rental or borrow) and transporting all the necessary equipment required for each Sport. The GOC will work directly with the PSO, ParaSport Ontario and Ontario Senior Games Association to identify and secure necessary equipment. Most equipment required to host the Games can be borrowed from PSO or local sport clubs.

Important: MTCS reserves the right to alter the sport list and participant numbers up to one year prior to the respective set of Games without exceeding the maximum of 3,500 participants for the Ontario Winter/ Summer Games. There is a possibility that a sport will apply to be included in the Ontario Winter/Summer Games is not included within the bid guidelines. If they are selected to be included in the Games, MTCS will consult the host community on their ability to provide the necessary venue.

Note:

- Don't forget to be creative when determining how to play host to all the sports for the Ontario Winter/Summer Games; consider hosting the event on back-to-back weekends, or consecutive days (Tuesday-Thursday & Friday-Sunday) or partner with surrounding communities to host all sports;
- Contact the MTCS to generate some ideas on how your community can meet the needs of the sports for each set of Ontario Games;
- Contact Provincial Sport Organizations, Ontario Senior Games Association, and ParaSport Ontario to put together detailed sport technical packages which will answer all the questions you need to know about each sport;
- Secure tentative contracts or written agreements with designated venues which will also enhance your bid submission.

- A Venue/Sport evaluation form for each sport identifying designated venues (i.e. - playing surface dimensions, length/width/depth of the pools);
- A map outlining facility locations including travel distances between accommodations and venues;
- □ Identify the proposal date of the Games;
- Identify a plan for timely collection and management of results;
- Outline how medals ceremonies will be conducted;
- Plan between Bid Submission and a working GOC.

4. Accommodations & Meals

The quality of a participant's accommodation is critical to their performance and experience. It is important to provide the appropriate care and comfort for all participants based on the following requirements.

Athletes, Coaches, Managers will reside within close proximity of one another, creating an "Athletes Village" atmosphere (University residences, close hotels etc.);

All linens and pillows must be provided by the host community;

In a standard room at a hotel, one person per bed with a maximum of three per room;

Due to varied sport schedules no more than one team or sport can be roomed together (i.e. where possible, participants must be separated by sport, team or region);

Participants must be separated by gender within rooms (ideal target - gender based floors);

Coaches and athletes cannot share rooms unless in a dormitory style setting in which case two or more adults may be accommodated in a dormitory with minors;

Accommodations must be made available to participants for the duration of the Games. (Opening Ceremonies to completion of their competition);

Identify an accommodation plan for family and fields of the participants so they can come to enjoy the experience.

Athletes' performances are very dependent on the quality and quantity of the food they receive. As many sports' competitions schedules differ it is important to be flexible to meet the needs of all sports. It is also important that all meals are well balanced and nutritious. Plenty of water and snacks must be made available as well.

MTCS requires all host communities to provide three meals per day based on the attached Meal Requirements and Guidelines (Appendix J).

Note:

- In a hotel setting, if larger than standard rooms are used to accommodate athletes, the maximum number of athletes per room may be negotiated with MTCS;
- Securing tentative contracts or written agreements with designated accommodations will enhance your bid;
- Connect with accommodation and meal providers to ensure accurate budget numbers are reported in the bid. Past
 host communities have understated their accommodations and meals budget resulting in immediate pressure on their
 budget;
- Participants will check out of their hotel on the morning of last day of competition for their sport. Additional accommodation nights may be required for participants travelling long distances at the conclusion of competition.

- □ Identify proposed location(s) for the Athlete's Village;
- Identify accommodation location(s) on a venue map;
- Address all requirements outlined above and how they will be taken into account when selecting accommodations;
- Identify the number of fully and partially accessible rooms;
- Provide a meal plan for registered participants, officials and volunteers.

5. Transportation

External Transportation – All participants of PSOs are responsible for organizing their own transportation to the host community but the host community is required to adopt the travel policies specific to each set of Games. Please see Appendix K for the Games Travel Subsidy Policy. As per the policy, all host communities must make all necessary arrangements to pick up participants at the closest airport and train/bus stations.

Internal Transportation – It is the responsibility of the GOC to make all necessary transportation arrangements to and from venues and ceremonies for accredited Games participants. The internal transportation schedule must take into account the competition schedule of the sports and what would provide an optimal competition environment for the athletes.

Note:

- Communities can consider multiple transportation options including municipal buses, school buses and motor coaches;
- Each sport will require their own unique transportation schedule; some sports will require one transport to venue in morning and one to hotel in evening. Other sports will require a shuttle throughout the day;
- At conclusion of the competition, no transportation is provided except to participants going to airport, train or bus stations;
- Connect with transportation providers to ensure accurate budget numbers are reported in bid.

- Provide a transportation plan for accredited Games participants from accommodations to sport venues and ceremonies (Note: Accessible transportation must be provided for the Ontario ParaSport Games and sports/ participants integrated into the Ontario Winter/Summer Games);
- Within the transportation plan identify the closest airport, train and bus station and how participants will be transported to and from each.

6. Volunteers

Any event would not be a success without the support of numerous volunteers in the community. In hosting the Ontario Games the host community must recruit, train and recognize the efforts of the following number of volunteers for each event:

- Ontario Winter/Summer Games 1,000-1,200 Volunteers;
- Ontario 55+ Winter/Summer Games 400-500 Volunteers;
- Ontario ParaSport Games 200-300 Volunteers.

Bid Submission Requirements

- A plan to recruit, train, coordinate and recognize the volunteers;
- Outline how volunteers will be fed;
- A plan to do police checks and screening on all volunteers who will be working in direct contact with Games participants;
- Identify sport groups or clubs that would have volunteers available to provide technical support during the Games.

7. Marketing & Communications

An important part of any event is awareness building within the community and province wide. This is accomplished through a comprehensive marketing and communications plan. This can be done through television, radio and/or print ads, website and much more. In addition, this area would work directly with Sport Technical services and results in the development of a plan to appropriately distribute information while the Games are ongoing. In accordance with the French Language Services Act it is important that many of the materials for the Ontario Games are provided in both official languages. Please refer to Appendix L for a list of French Language Services Requirements.

Note:

- As the primary funder of the Ontario Games program, the Province of Ontario and the Ministry of Tourism, Culture and Sport is recognized in all Games related materials and communications;
- Host communities are required to secure the web domain name for their Games.

- □ Identify a media and communication centre location and pick up;
- Include a media plan;
- □ Identify a plan to address French Language Services Requirements.

8. Special Events

The Opening Ceremonies is an opportunity for the host community to be creative and set the tone for the Games. For many athletes the Ontario Games is the highlight of their athletic career and this is an opportunity to recognize them and their achievements. In addition, it is also an opportunity to recognize the support of sponsors, family and the community for everything they have done to make the event possible.

Note:

- It is highly recommended to only host an Opening Ceremonies for the Ontario Winter/Summer Games and Ontario ParaSport Games due to varying competition schedules;
- Ontario 55+ Winter/Summer Games requires an Opening and Closing Ceremonies as well as events/entertainment on the "Middle Night". Furthermore, a formal dinner is required on the last day and may be incorporated in the Closing Ceremonies.

Bid Submission Requirements

- Identify suggested programs and a proposed venue for the Opening Ceremonies & Closing Ceremonies (Closing Ceremonies are only applicable to 55+ Games);
- Provide a plan for a VIP Reception during the event;
- Outline how medals will be presented;
- Identify if any other special events are planned (i.e. banquet, BBQ, dances).

9. Registration & Accreditation

MTCS has an existing registration system and website server that will be used by each host community. This system will accommodate the registration of volunteers and participants of the Games. The host community is responsible for all registrations within the system and will work in partnership with MTCS to resolve any issues to ensure the registration process is a simple and quick process.

It is also important that all participants, volunteers, medical staff, etc. are properly identified and accredited in order to participate in the Games. On-site registration is the first impression participants have of the Games; therefore an effective and efficient plan will have a positive impact.

- □ Identify plans for Games registration including athletes, volunteers, VIPs and media;
- Provide a plan for on-site registration and accreditation including venues, etc.

10. Medical

The need for medical support during any Games is essential. It is important to develop a plan for daily athletic therapy, first aid and medical emergencies.

Note:

- The PSOs identify their medical requirements through their Sport Technical Packages. This information is available to host communities after they have been awarded the Games;
- MTCS has acquired some medical supplies to help support the host community care for the participants.

Bid Submission Requirements

- Provide an overall medical plan for the Games including:
- Identify medical professionals in the community that will commit their support to the Games (i.e., physiotherapists, athletic therapists, doctors etc.);
- □ Identify local hospitals and medical services available in the community;
- Identify plans for any other medical support (i.e., Physio/Medical Clinics at the athlete's village).

11. Participant Experience

The Ontario Games are meant to be a unique experience for all participants. For some athletes, this is the pinnacle of their athletic careers, for others this is a step on their path to Canada Games, Olympics/Paralympics and this multi-sport Games experience can contribute to their development. Some questions to consider for your bid:

What additional things can my community offer that will add to a participant's experience?

What can my community do to assist with athlete, coach and official development during the Games? (Clinics, Information Sessions)

What will participants do in the community during downtime? (Evenings, between competitions)

What opportunities can the community provide to allow for cross sport interaction? (Spectating other sports, central feeding locations, etc.)

Bid Submission Requirements

Identify how the community plans to contribute to the Participant experience (e.g., clustering athlete's village, hosting additional social events, athlete/coach education events);

Identify any initiatives that will make the participant experience unique to your community.

12. Legacy

A legacy is important for the host community; the Ontario Games should have an impact on the community before, during and after the Games. Communities need to develop a legacy plan and consider what legacies will result (both direct and indirect) from hosting the Ontario Games.

What sort of legacies does the community expect from the Games?

If there is a financial surplus at the conclusion of the Games how will that be handled?

Bid Submission Requirements

Identify a legacy plan for your community - how will it be achieved, what resources will be committed and how will the community ensure the legacy plan is executed after the Games?

Durham Region's Bid to Host 2019 Ontario ParaSport Games





December 15, 2016



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1 INTRODUCTION

Sport Durham, the Regional Municipality of Durham's sport tourism group, together with bid committee partners from the Abilities Centre and Durham College, is excited to present this bid to host the 2019 Ontario ParaSport Games from March 1 to 3, 2019. On December 14, 2016, Durham Regional Council endorsed Sport Durham's bid to host the 2019 Ontario ParaSport Games and adopted the recommendation to provide up to \$20,000 toward the cost of hosting the Games, signaling the Region's strong level of support for bringing this important event to our community.

Durham Region and its municipalities have hosted significant sport events in the past, including Pan Am and Parapan Am Games events in 2015. Ontario Games events have also been held in the Region – the Ontario 55+ Games in 2010 and the Ontario Summer Games in 2000. We have a rich sport culture, an impressive array of tourism assets, including an abundance of recreational activities, cultural attractions entertainment and fabulous local cuisine. And, above all, we are home to people with passion, diverse skills and experience – groups and individuals who will embrace the opportunity to bring these Games to life. During the process of developing our bid, we have witnessed an incredible level of enthusiasm and excitement from community members eager to become involved.



We are submitting this bid to host the 2019 Ontario ParaSport Games because we consider this to be an incredible opportunity for our Region. Not only will an event of this scale bring positive economic impact to Durham and enable us to showcase our state-of-the-art facilities and attractions, but we believe it will be a great source of community pride and will result in increased partnerships, connections and collaboration. Organizations such as the Abilities Centre, which is the world's most accessible, inclusive and barrier-free community hub, the Grandview Children's Centre, WindReach Farm, All Abilities Soccer and others, have been instrumental in paving the way toward making Durham Region an inclusive community, ideally suited to welcome ParaSport athletes. By hosting these Games, we would continue to increase awareness of the benefits of inclusivity and respect for ParaSport throughout our own community, as well as to others communities in the province of Ontario.

We would also build in a legacy plan that would include a partnership with Durham Community Foundation, a wellrespected charitable foundation that has been making our community better for the past 22 years, to establish and facilitate a fund to benefit programs and elevate the profile of ParaSport in Durham Region.

Sport Durham and its partners would be honoured to welcome the nearly 420 participants, as well as visiting family members and friends, to our community for the Ontario ParaSport Games in 2019. We are confident Durham Region has the capacity to work together as a community, in partnership with the Ministry of Tourism, Culture and Sport, ParaSport Ontario and other Provincial Sport Organizations (PSOs), to make this event truly memorable athlete-centred event for all, from athletes and coaches to athletes' family members and friends and volunteers.



1.1 Durham Region Community Overview

Located on the shores of Lake Ontario on the eastern cusp of the Greater Toronto Area, just 40 minutes away from downtown Toronto, Durham Region spans an area of approximately 2,590 square kilometres, includes a unique mix of urban municipalities and rural communities, and has a population of 663,460 (2016). The Region comprises eight municipalities: the Town of Ajax, the Township of Brock, the Municipality of Clarington, the City of Oshawa, the City of Pickering, the Township of Scugog, the Township of Uxbridge and the Town of Whitby.

Urban municipalities hug the shores of Lake Ontario, and small towns, villages, hamlets, and farmland are scattered to the north. Lakes, rivers, streams, forests, rolling hills, agricultural land and abundance of trails create a beautiful natural landscape for visitors to experience all year round.

Durham Region has all the utilities, transportation, and social infrastructure associated with modern metropolitan communities making travel to the city extremely convenient.

- Toronto Pearson International Airport is located less than one hour away from central Durham Region.
- Durham has multiple Ontario Highway 401 interchanges. The Ontario Highway 407 Express Toll Route (ETR) expansion to Oshawa opened in June 2016 and the 407 expansion is continuing with the next phase to Highway 418 scheduled for completion by late 2017.
- Durham's VIA Rail station in Oshawa provides leisure travel for connections across the country and serves business travel with daily commuter service.
- GO Transit, Southern Ontario's regional transportation system, serves Durham with numerous daily GO bus and GO train trips to Toronto and a multitude of destinations.
- Durham Region Transit buses provide an integrated transit option for travel and exploration within the city and across the region.
- Oshawa is home to the Oshawa Executive Airport, an executive level regional airport.

Our unique mix of urban and rural assets truly set us apart. Once here, visitors are impressed with the rich history, culture and beautiful landscape of Durham Region, along with the variety of accessible attractions and restaurants,

indoor and outdoor activities, local food and award-winning craft breweries. Whether visitors are looking for indoor fun, or taking in outdoor activities, there is something for everyone. Durham Region has over 350 kilometres of recreational trails – in fact, Uxbridge, one of Durham Region's northern municipalities, boasts the title of the Trail Capital of Canada – beautiful settings for hiking, snowshoeing and cross country skiing in the winter months.



1.2 Community Achievements / Significant Sporting Events

Durham Region's municipalities have successfully hosted provincial, national and international sporting events of all kinds, as a result of collaboration between partners such as regional and municipal staff, venue operators, sport organizations, events rights holders and/or local sport clubs. Examples are highlighted below.



Year	Event	Location
1974-	Gloria Rints Memorial International Silver Stick	Iroquois Park Sports Centre, Whitby
2016 ¹	Hockey Tournament	
2003-	Ontario Lacrosse Festival	Iroquois Park Sports Centre, Whitby and
2016 ¹		other locations across Durham Region
2014-	Spartan Race	Ski Brimacombe, Clarington
2016 ¹		
2002-	Frank Sobil Spring Classic Soccer Tournament	Various fields across Oshawa
2016 ¹		
2015-	Overdrive Race & Relay Series	Canadian Tire Motorsport Park, Clarington
2016		
2015-	Ontario Colleges Athletic Association Provincial	Durham Field, Oshawa
2016	Championship	
2015-	Canadian Collegiate Softball Association National	Oshawa - Durham Field and Alexandra Park
2016	Championship	
2016	World Junior Pre-Competition Game (Team USA	Tribute Communities Centre, Oshawa
	vs. Team Switzerland)	
2016	Reebok CrossFit Invitational	Tribute Communities Centre, Oshawa
2016	Filipino Basketball Association of North American Intercity Basketball Tournament	Abilities Centre and high school gyms
2016	Special Olympics Provincial High School	Oshawa - Civic Recreation Complex, Durham
	Championships	College, Legends Centre
2016	Canadian High School Ultimate Championships	Civic Recreation Complex, Oshawa
2015	World Junior A Hockey Challenge	Iroquois Park Sports Centre, Whitby
2015	The National Pinty's Grand Slam of Curling	Tribute Communities Centre, Oshawa
2015	TORONTO 2015 Parapan Am Games	Abilities Centre, Whitby
	(Boccia and Judo)	
2015	TORONTO 2015 Pan Am Games	Ajax Sportsplex, Ajax
	(Baseball and Softball)	
2015	TORONTO 2015 Pan Am Games	Tribute Communities Centre, Oshawa
	(Boxing and Weightlifting)	
2015	Canadian Boccia Championships	Abilities Centre, Whitby
2015	National Baton Twirling Championships	Durham College, Oshawa
2015	Ontario Fencing Association Provincial	Durham College, Oshawa
	Championships	
2014-	U10 Girls Ontario Cup Provincial Basketball	Gyms across Durham
2015	Championships	
2014-	U17 Boys Ontario Cup Provincial Basketball	Gyms across Durham
2015	Championships	
2014	International Ice Hockey Federation (IIHF) World Junior Hockey Championships	Tribute Communities Centre, Oshawa
2014	2014 Ontario Colleges Athletic Association	Durham College, Oshawa
	(OCAA) Women's Volleyball Championship	
2013-	WinterSkate	Campus Ice Centre, Oshawa
2013		
2013	Federation of International Lacrosse (FIL)	Civic Recreation Complex, Oshawa
	Women's Lacrosse World Cup	



Year	Event	Location
2013	Eastern Ontario STARSkate Invitational	McKinney Arena, Whitby
	Championships	
2012	Minto Cup Canadian Lacrosse Association Jr. A	Iroquois Park Sports Centre, Whitby
	Championships	
2011	BMO Canadian Open Grand Slam of Curling	Tribute Communities Centre, Oshawa
2010	Ontario 55+ Summer Games	Various locations in Oshawa
2010	International Ice Hockey Federation (IIHF)	Tribute Communities Centre, Oshawa
	World Junior Hockey Championships	
2009	BMO Skate Canada Synchronized Skating	Tribute Communities Centre, Oshawa
	Championships	
2009	Canadian Hockey League (CHL) Top Prospects	Tribute Communities Centre, Oshawa
	Game	
2008	International Ice Hockey Federation (IIHF)	Tribute Communities Centre, Oshawa
	World Junior Hockey Championships	
2000	Ontario Summer Games	Durham Region

¹Returning to Durham in 2017

1.3 Community Support

Durham Region will enthusiastically embrace the opportunity to host this event. We are a sports-minded, active community with extensive experience hosting sporting events of all kinds.

In 2013, Durham Region's Economic Development and Tourism division launched a pilot program, Sport Durham, to support and grow sport tourism in the region. Sport Durham is now a full-time, approved regional program, with a team comprising a full-time Sport Tourism Coordinator and support from the Sport Durham Advisory Committee Chair and the Sport Durham Advisory Committee.

Sport Durham plays a multi-faceted role in the attraction of new sport events, the retention and expansion of existing sport events, supports the growth of cycle tourism and promotes regional trails. Each year, Durham plays host to a myriad of local and regional sport events, races and rides. Sport Durham works with partners to support and promote selected events, forge valuable connections and to identify, evaluate and bid on new events.

The preparation of this bid has been a collaborative effort among a number of partners, including Central Counties Tourism (Regional Tourism Organization (RTO) 6), the Town of Whitby, facilities such as the Abilities Centre, sports organizations, Durham College, the Durham District School Board, the Durham Hotel Association and other community organizations. If selected to host the 2019 Ontario ParaSport Games, Sport Durham will continue to work with partners to further develop partnerships, recruit volunteers and deliver exceptional experiences for participants.



Durham Region's tourism division is committed to creating unique experiences for the 2019 Ontario ParaSport Games, including custom itineraries and discounts on tourist attractions and restaurants. In 2015, our Regional Page 6



Tourism Organization (RTO6), Central Counties Tourism Central Counties Tourism launched a new Rewards Program which encourages local businesses to offer discounts to sport event visitors. We can also work with businesses to develop event-specific discounts for ParaSport athletes' friends and families by leveraging our relationships with local partners.

Our restaurants and attractions will be geared up to greet and serve visitors. Prior to the 2015 Pan Am and Parapan Am Games arrival in Durham Region, Central Counties Tourism partnered with the Humber College School of Hospitality to offer a complimentary Tourism Ambassador Program to regional municipalities to arm our local hospitality industry with the tips and tools they needed to welcome TORONTO 2015 guests from the 41 participating nations and to help facilitate a customized Service Excellence Strategy. Tourism industry equipping continues to be a high priority in Durham Region – our goal is to deliver the best possible experience to our out-of-town guests and we would deliver training to educate the local tourism industry on providing the best possible experience to ParaSport athletes and visitors.

Additionally, our regional government, the Regional Municipality of Durham, is a champion of accessibility for all. Under the Accessibility for Ontarians with Disabilities Act (AODA), 2005, five standards have been put in place with compliance dates. As the AODA is now in its eleventh year, Durham Region has made great strides to adhere to the standards of compliance in the following areas: customer service, information and communications, employment, transportation and design of public spaces.

Highlight includes:

- Ongoing training of all staff, students and volunteers for accessible customer service;
- Durham Region Transit (DRT) conventional buses are now all 100 per cent accessible;
- Provide accessible formats and communication supports when requested by employees and members of the public;
- Created a multi-year accessibility plan that outlines long-term strategies to achieve AODA requirements and improve accessibility within Regional programs, services and facilities.

The GOC will be able to leverage the knowledge and expertise of Accessibility staff at Durham Region as we plan and execute the Games. For example, we will consult with staff to develop all communications materials in accessible formats, taking into account elements such as colour contrast and font size.

Through our partnerships across multiple levels of government, with sports organizations and with stakeholders in multiple sectors, we are extremely well positioned to deliver an athlete-centred event experience that athletes and visitors would not soon forget.

1.4 Durham Regional Council Support

On December 14, 2016, the Committee of the Whole of Durham Regional Council resolved to endorse Sport Durham's bid to host the 2019 Ontario ParaSport Games, and to provide \$20,000 toward the cost of hosting these Games, signaling the Region's strong level of support for bringing this important event to our community.

See section 15, Letters of Support.





2 GAMES ORGANIZING COMMITTEE AND TRANSITION PLAN

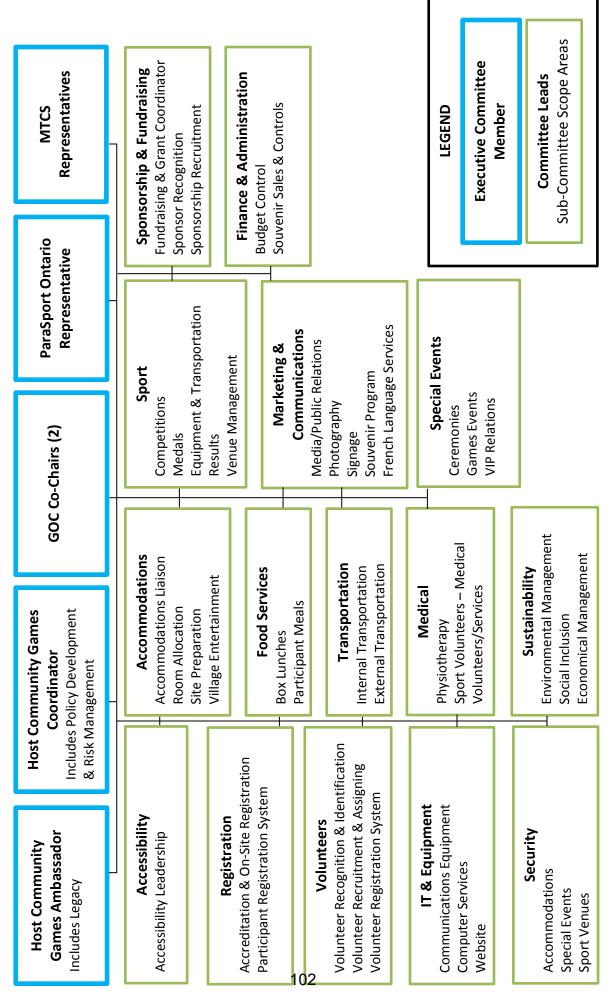
The 2019 Ontario ParaSport Games bid committee comprising members of Sport Durham, the Abilities Centre and Durham College, has developed a proposed Games Organizing Committee (GOC) structure and a number of individuals have already been identified to assume key Committee leadership roles.

If awarded the right to host these games, the bid committee will work with Ontario Games, Ministry of Tourism, Culture and Sport to finalize a hosting agreement and will engage with the GOC Executive Committee to discuss and finalize the proposed GOC structure and lead roles, which would include addressing any identified gaps, clearly documenting leadership roles and responsibilities and establishing a Games project charter (including clearly defined objectives and vision statement) and preliminary plan/schedule. The bid committee members will play key roles on the GOC and, as such, would assist with a seamless transition to the GOC. Clear communication and understanding of member roles and responsibilities will be critical to success.

See Section 2.1 for the proposed GOC structure, 2.2 for the Proposed GOC organization chart, followed by the bios of experienced community members who have already expressed interest in taking on key committee roles should Durham Region be selected as the host of the 2019 Ontario ParaSport Games.



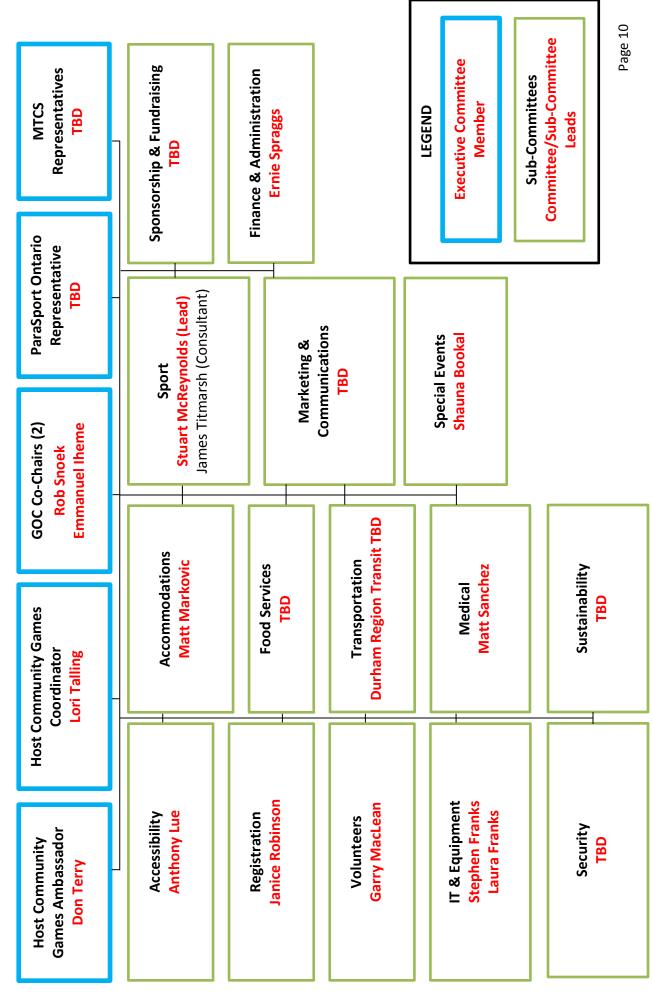
2.1 Games Organizing Committee Structure



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2.2 Proposed Games Organizing Committee Organization Chart





2.3 Proposed Games Organizing Committee Structure – Member Overview

The bid committee has already begun to assemble a highly experienced and well-rounded group of individuals to assume a number of the lead GOC roles and to form part of the GOC team, in order to deliver a high quality, athlete-centred ParaSport Games event in Durham Region in 2019. Bios for these individuals are provided below. We are in the process of engaging with other individuals to fill the vacant roles, and some will be recruited if we are selected as the host community for these Games.

Executive Committee

Host Community Games Ambassador – Don Terry (Bid Committee Member)

Don Terry is a life-long resident of the Town of Ajax and the Region of Durham. Don enjoyed a 33-year career with Ontario Power Generation, serving in a variety of communications roles, including Director of Public Affairs. He is now a part-time professor at Durham College and Chair of Sport Durham.

Don volunteers with a number of community organizations, including Durham College Sport Business Management Program Advisory Committee. He coaches elementary and high school sports teams. He served with the Pan Am/Parapan Am Host Community Committee and is a past Chair of the Recreational Advisory Committee for the Town of Ajax. Don is a Past President of the Ajax-Pickering Board of Trade. He continues to serve as Chair of their EcoBusiness Advisory Committee and their Diversity Committee. Don is also a Past President of the Clarington Board of Trade and Past Chair for the annual fundraising campaign of United Way Durham.

A committed community builder, Don is an Ajax Civic Award and a Queen's Jubilee Medallion recipient.

Host Community Games Coordinator – Lori Talling (Bid Committee Member)

Lori Talling is Sport Durham's Sport Tourism Coordinator. In 2014, Lori began working with Durham Region in a volunteer capacity and then as a project and risk management consultant for the first region-wide Durham Festival held in 2015. She assumed the temporary role of Sport Tourism Coordinator in spring 2015 and led marketing and communications for the Durham Festival from April to August 2015. She was hired as the full-time permanent Sport Tourism Coordinator in August 2016. In her role, Lori is responsible for coordinating with stakeholders to prepare sport event bids, assisting new and existing sport events with facility bookings, promotions and more, and she oversees cycle tourism and trails promotion activities.

Prior to working with Durham Region, Lori held a number of increasingly progressive IT, project, audit and risk management roles during her 21 years at Rogers Communications, including Director, Project and Advisory Services in the Internal Audit division. Lori has a BA from the University of Toronto, is a certified Project Management Professional and has a certificate in Public Relations from Ryerson University.

Games Organizing Committee Co-Chair – Rob Snoek

Rob Snoek has spent his life in sport.



For more than 10 years, Rob has been the Sports Director for Durham Radio. Rob has been a Play-By-Play Broadcaster in the Ontario Hockey League for more than 10 seasons (seven with the Oshawa Generals and three with the Peterborough Petes). He has also done play-by-play work with CBC TV Sports, TSN, and Rogers Television.

Rob has covered six Olympic Games as a broadcaster. He has also covered nine Paralympic Games, as well as Pan Am Games, Canada Games, World Cup Skiing, World Snowboard Championships, World League Volleyball, and World Track and Field Championships.

Rob's left leg was amputated below the knee due to a congenital bone disease when he was just one year old. His passion for sports saw Rob compete in hockey, volleyball, and track and field as a youth growing up in Orono (Durham Region). He was a member of Team Canada for more than 10 years, competing in track and field at three Paralympic Games and other international competitions. Rob won two World Championship medals and set four Canadian records.

Rob was been honoured with the Jim Vipond Award as Ontario's best athlete with a disability and the King Clancy Award for outstanding contribution to the lives of Canadians with a disability. He has been inducted into both the Clarington and Whitby Sports Hall of Fame.

Rob serves on the board of directors of the Canadian Foundation for Physically Disabled Persons and is a past board member of Athletes CAN.

Games Organizing Committee Co-Chair – Sergeant Emmanuel Iheme "Emmy"

Sergeant Emmanuel Iheme is a 26-year veteran at the Durham Regional Police Service (DRPS) and has spent his entire career with the DRPS. Emmy currently serves as an Executive Officer for DRPS.

Emmy holds diplomas in Sociology, Rural Communication, and a Bachelor Degree in Political Philosophy from Ubaniana University, Vatican City, Italy.

Emmy has participated in several Olympic Games as a Doping Control Officer/Manager. He is still actively involved in the program and recently attended the Rio 2016 Olympic Games, World Cup of Hockey, and Ultimate Fighting Championship (UFU). Emmy was Anti-Doping Stations Manager at the Toronto 2015 Pan Am and Parapan Am Games.

Emmy has been honoured with several awards and commendations over the years, including a Queen's Diamond Jubilee Medal and Paul Harris Fellow from Rotary International.

Emmy is an Assistant Governor for Rotary International District #7070 and Past President of the Rotary Club of Oshawa. Emmy is a long-time member of the Canadian Centre for Ethics in Sport, involved in administration and education of True Sport and Anti-Doping Programs.

Committee / Sub-Committee Leads

Overall Games Consultant and Sport Lead – Stuart McReynolds (Bid Committee Member)

Stuart is a graduate of the University of Wales Institute Cardiff, UK where he received his Bachelor's degree in Sport & Leisure Management. He continued his post graduate education in New Zealand, where he obtained a



Postgraduate Diploma in Secondary Teaching from the Auckland University of Technology. Stuart has worked in education and sport for over a decade. His experiences range from developing physical literacy programs through to coaching high performance athletes, and he has held positions in the UK, Spain, New Zealand and Canada. Stuart previously held the title of Manager, System Development & Education at the Canadian Paralympic Committee, and is currently the Director, Sport & Recreation at the Abilities Centre.

Overall Games Consultant and Registration Lead – Janice Robinson (Bid Committee Member)

Janice Robinson is a faculty member and coordinator in the Sport Management programs at Durham College where she teaches courses in sport tourism, event planning, leadership and management. She has been at the college since 1993 and has held various administrative and teaching positions in the School of Business, IT and Management as well as management positions in the Registration and Scheduling departments. Prior to working at the college, Janice worked at the University of Windsor for six years in Human Resources. She is a graduate of St. Clair College with a 3-year Business Administration Diploma, Brock University with a Bachelor of Education, and Central Michigan University with a Master of Arts focusing on Community College Education.

In 2012, Janice took a sabbatical from teaching and worked as an Advisor, Special Projects for the Organizing Committee of the Toronto 2015 Pan American and Parapan American Games. Volunteer roles include mission staff for Team Ontario for 2015 Winter and 2017 Summer Games, advisory member for Sport Durham, board member and volunteer coordinator for Habitat for Humanity 2011 build, 2010 Ontario Summer 55+ Games and Scouts Canada.

Accessibility Champion – Anthony Lue

Anthony Lue is a motivational speaker, a clothing model, and a television program host. He is an accessibility advocate. Anthony's focus though is achieving all that he can be as a hand racer.

While attending Pickering High School in Durham Region, Anthony excelled at sports. He was an outfielder with the baseball team and a defensive back with the football team that both won provincial titles. As a member of the track and field team, Anthony was a provincial record holder in 100 metre hurdles.

Then in the summer of 2009, Anthony was seriously injured in a workplace accident suffering a broken back, fractured neck, broken ribs, and spinal cord damage. Since then, Anthony has tried skiing, golfing, and wheelchair basketball, before finding his new passion as a hand racer. Anthony competed in the 2014 Ontario ParaSport Games.

Anthony volunteers with Spinal Cord Injury Ontario. In 2016, Anthony was recognized with Madiba Award, established to honour an outstanding citizen who reflects Nelson Mandela's commitment and core values to making equal opportunities for all races, during Black History Month celebrations in Ajax.

Volunteer Lead – Garry MacLean

Garry MacLean is a lifelong resident of the City of Oshawa and is married with six children. He has been actively involved as a volunteer in community youth sport for over 35 years having coached or served in administrative positions in minor hockey, soccer, softball and rugby programs to name a few.



Garry began his work career as an electrician at General Motors of Canada and upon retirement decided to continue to pursue his passion for sports. He enrolled in the Sports Business Management Program at Durham College which, upon graduation, led him to an opportunity with Special Olympics Ontario.

Currently Garry is Program Developer for Special Olympics Ontario's Partners in Play initiative. This initiative seeks to create partnered programs with Generic Sports Organizations across Ontario.

Garry's position with Special Olympics Ontario has allowed him to take leadership and support roles at multiple Special Olympics Ontario Provincial Games. These roles include Mission Staff, Transportation Coordinator and Volunteer recruitment.

Garry continues to coach in community programs as well as serves as a member on the following: Sport Durham Community Advisory Committee, Durham College Sport Business Management Program Advisory Committee and Toronto Pan-Am Sports Centre Community Sports Council.

IT and Equipment Co-Leads – Stephen Franks and Laura Franks

Being a 20+ year veteran of the IT industry and an 18+ year veteran of teaching Computer Sciences at the postsecondary level, Stephen Franks has the experience to know how important hands on experience is to those getting into the industry. He passionately puts his years of experience and wisdom to work for his clients as well as his college students by getting involved in many community efforts, both as a supervisor with his students and as an individual with his wife, Laura Franks.

With 24+ years teaching experience in industry and educational institutions and solid experience as an IT professional, Laura Franks puts her IT knowledge and experience to work by sharing it with her college students. Laura is a force to be reckoned with in and out of the classroom with her passion for active learning approaches and real world experiences and projects. Laura works with her students to impart good habits and approaches that will carry them successfully through their careers in the IT industry and reinforces this by supervising them in the community, along with her husband, Stephen Franks, as they get involved in production environments to gain the most valuable experience available. She does this in between the other personal community involvements as well as taking care of her own industry clients and their IT needs.

Two of the most recent efforts Stephen and Laura have been involved in include, but are not limited to, Assistant Venue Technology Managers for venues for the Toronto 2015 Pan Am and Parapan Am Games. Their responsibilities included acting as supervisors for their students who were the customer facing IT team on the venues and were responsible for the setup, maintenance and teardown of the venues' network infrastructure for the Games. Stephen and Laura reported to the Venue Technology Manager and were responsible for the everyday running of the venue IT operations.

Another project Stephen and Laura are involved in is working with their students as the IT team for the Abilities Centre in Whitby. For this project, Stephen and Laura oversee and are responsible for their students as they perform the day-to-day activities of an active IT team for the Centre. This is a vital activity for the Centre as it is a newer building with vital technology used to support clients of all ages and abilities with their physical activities and program, with coming and going, as well as supporting the Centre's employees with membership, program tracking, and business functions.



Being involved is a hallmark of who Stephen Franks is and that always involves sharing with those newer to the industry to promote wise decisions for the IT professional and their clients.

Laura's active and caring approach to her work and community involvement is a cornerstone of her life and who she is and always reinforces her consistent promotion of thorough research and assessment of what the situation is and what the goals are for any solutions that are desired.

Accommodations Lead – Matt Markovic

Matt Markovic is the Sales & Conference Manager for the Residence & Conference Centre – Oshawa, located on the campuses of Durham College and the University of Ontario Institute of Technology. He has held this position for over 10 years and had experience in the travel trade sector prior to taking on this role.

Matt is a graduate of the Algonquin College Tourism & Travel and the Durham College Business Administration -Marketing programs, and while at Durham College was the Doris and Gordon Willey Founder's Cup of Excellence recipient for his graduating class. While at Durham College Matt also captained the Varsity Men's Basketball team and upon graduation volunteered as an assistant coach with the program for eight seasons.

Matt is also an advisory member for Sport Durham and held the role of Chair-Accommodations for 2010 Ontario 55+ Summer Games. He has also been a part of events for Special Olympics Ontario, 2013 FIL Women's World Cup, Ontario Lacrosse Festival, and the upcoming 2017 North American Indigenous Games.

Medical Lead – Matt Sanchez

Matt is a graduate of McMaster University in Hamilton, Ontario where he received his Master's degree in Physiotherapy. He continued his post graduate education in orthopedic manual therapy for the treatment of spinal and peripheral joint dysfunction, sports injuries, and chronic pain. In addition to his advanced training in orthopedics, Matt has training in Neuro-Developmental therapy protocols and medical acupuncture.

Matt is one of the founders of NeuroChangers, and is currently heading up the Durham Division. Matt also served as the Medical Lead for the Toronto 2015 Parapan Am Games for events held at the Abilities Centre in Whitby.

Special Events Lead – Shauna Bookal

Shauna Bookal joined the City of Brampton in July 2015 as the Games Coordinator in the Sport Brampton department. Shauna was responsible for the 2016 Canada 55+ Games, which saw over 1,700 participants visit Brampton and oversaw a budget of \$1.2 million.

Before joining the team at the City of Brampton, she was the Events and Promotions Coordinator at Ryerson University where she co-ordinated all game day promotions and sponsorship, as well as the department's community outreach programs. She also coordinated special events including all tournaments, the Platinum Breakfast, Athletics Hall of Fame and the Athletic Banquet.

Shauna has a Bachelor of Sport Management from Brock University, a Sport Business Management Graduate Certificate from Durham College and a Master of Science degree in Sport Management from West Virginia University.



Shauna is an avid volunteer in sports. She has held key roles in the past including Chair, Nation Relations for the 2016 Invictus Games, Venue Operations Manager Baseball / Softball for the 2015 Pan Am Games and Volunteer Operations team for the 2015 & 2017 IIHF World Junior Championships.

Sport Consultant – James Titmarsh

James Titmarsh has been a member of the Sledge Hockey community since 1998 with the Durham Steelhawks. James began volunteering as an executive with the Steelhawks in 2011 as the general manager, helping to schedule games, book ice time and schedule the referees. He is currently the vice president of the Ontario Sledge Hockey Association (OSHA) and President of the Durham Steelhawks which includes running two teams (Sledge development and intermediate), while still playing on the Intermediate A team. James is a multi-sport athlete with experience in Wheelchair Basketball and Wheelchair Lacrosse. He was one of the first Whitby members to try to bring Wheelchair Lacrosse to Canada in 2010 with help from the already established USWCL in San Diego and was part of the first official Canada vs USA game held at the Abilities Centre in December, 2012.

Finance & Administration Lead – Ernie Spraggs

Ernie Spraggs retired in October 2014 as Chief Financial Officer of NorthWest Healthcare Properties Real Estate Investment Trust (REIT) where he served from 2010 to 2014. Ernie was responsible for REIT's financial planning, accounting, reporting and investor relations activities, providing strategic direction as part of the leadership team.

Previously, Ernie was employed for five years at SmartCentres Management Inc., Canada's largest developer of large scale, unenclosed shopping centres, where he held the position of Senior Vice President, Accounting & Administration. Prior to this Ernie held senior financial and accounting roles with several pension fund advisory companies, including Chief Financial Officer at Meritus Realty Advisors Inc. from 2003 to 2004, Senior Vice President, Finance at Bentall Capital from 2002 to 2003 and, while at Beutel Goodman Real Estate Group from 1990 until 2002, increasingly senior roles starting as Controller and culminating as Chief Financial Officer.

Ernie has an Honours B.A. in business administration from the Ivey Business School at the University of Western Ontario, and is a Chartered Professional Accountant, Chartered Accountant. Ernie also served on the Board of Trustees of a Real Estate Investment Trust. Ernie is currently the volunteer Treasurer of Annandale Curling Club, a not-for-profit organization with over 400 curling members. He is a life-long resident of Durham Region.

Other Proposed GOC Team Members

- Donna Anderson, Phoenix Enterprises
- Kate Bird, Executive Director, Community Development Council of Durham
- Kristyn Chambers, Tourism Coordinator, Region of Durham
- Sara Cosway, WindReach Farm
- Terry Johnston, CKDO Radio Host/ Oshawa Generals Announcer
- Debbie Fisher, Curling Coordinator, Oshawa Golf and Curling Club
- Shane Risto, Ability in Action, Variety Village, Paralympian and Durham Resident
- John Romano, Manager Facilities, Town of Whitby
- Janet Traer, Accessibility Coordinator, Region of Durham
- Brad White, PhysEd Head, Durham District School Board and Lake Ontario Secondary School Athletics (LOSSA)

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3 FINANCE

3.1 Proposed Budget

The following proposed budget has been developed based on a combination of research and experience and aims to present an accurate picture of what the bid committee believes would be required to successfully execute an athlete-centred Ontario ParaSport Games.



T T	
Accommodations - Athletes, coaches, managers and officials	\$50 <i>,</i> 000
Administration - Office supplies, postage, internet, phone, insurance, etc.	\$7,000
Food Services - Participants and volunteers	\$51,000
Medical - Physiotherapists and athletic therapists	\$2,000
Marketing and Communications - Website, print materials, French translation	\$20,000
Registration and Accreditation - Teams and athletes	\$5 <i>,</i> 000
Special Events - 100 Day Countdown, Opening Ceremonies, VIP Reception, Social Events	\$40,000
IT and Equipment - Laptop and radio rentals, cell phones	\$3,000
Sport	
Venues	\$15 <i>,</i> 500
Equipment Rentals	\$6 <i>,</i> 000
Equipment Transportation	\$2,000
Medals	\$5,000
Sport Total	\$28,500
Transportation (accessible for athletes)*	
Internal	\$60 <i>,</i> 000
External	\$7,000
Transportation Total	\$67 <i>,</i> 000
Volunteers	
Recognition Event	\$3 <i>,</i> 750
Clothing	\$2 <i>,</i> 500
Recruitment	\$250
Training	\$500
Volunteers Total	\$7,000
Nerchandice Apparel cost	
Merchandise - Apparel cost	\$4,000
Total Expenses	\$4,000 \$284,500
Total Expenses	
Total Expenses REVENUES	\$284,500
Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport	\$284,500 \$110,000
Total Expenses Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees	\$284,500 \$110,000 \$30,000
Total Expenses Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham	\$284,500 \$110,000 \$30,000 \$20,000
Total Expenses Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility	\$284,500 \$110,000 \$30,000 \$20,000
Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility Other Potential Revenue Sources	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$7,000
Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility Other Potential Revenue Sources Merchandise/Apparel Sales	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$7,000 \$20,000
Total Expenses Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility Other Potential Revenue Sources Merchandise/Apparel Sales Central Counties Tourism (RTO 6) - pending 2018-19 budget approval	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$7,000 \$20,000 \$5,000
Total ExpensesTotal ExpensesREVENUESHosting Grant - Ministry of Tourism, Culture and SportRegistration FeesImage: Colspan="2">Region of DurhamTown of DurhamImage: Colspan="2">Colspan="2"Co	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$7,000 \$20,000 \$5,000
Total ExpensesREVENUESHosting Grant - Ministry of Tourism, Culture and SportRegistration FeesRegion of DurhamTown of Whitby - In-Kind for Sledge Hockey facilityOther Potential Revenue SourcesMerchandise/Apparel SalesCentral Counties Tourism (RTO 6) - pending 2018-19 budget approvalDurham Region Hotel Association (estimated 10 per cent of room sales)Trillium Grant and other potential grants	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$7,000 \$20,000 \$5,000 \$30,000
Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility Other Potential Revenue Sources Merchandise/Apparel Sales Central Counties Tourism (RTO 6) - pending 2018-19 budget approval Durham Region Hotel Association (estimated 10 per cent of room sales) Trillium Grant and other potential grants Other Potential Revenue Sources Total	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$7,000 \$20,000 \$5,000 \$30,000 \$62,000
Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility Other Potential Revenue Sources Merchandise/Apparel Sales Central Counties Tourism (RTO 6) - pending 2018-19 budget approval Durham Region Hotel Association (estimated 10 per cent of room sales) Trillium Grant and other potential grants Other Potential Revenue Sources Total Sponsorship/Fundraising - Cash and In-Kind	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$20,000 \$20,000 \$5,000 \$30,000 \$62,000 \$80,000 \$304,500
Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility Other Potential Revenue Sources Merchandise/Apparel Sales Central Counties Tourism (RTO 6) - pending 2018-19 budget approval Durham Region Hotel Association (estimated 10 per cent of room sales) Trillium Grant and other potential grants Other Potential Revenue Sources Total Sponsorship/Fundraising - Cash and In-Kind Total Revenues	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$2,500 \$20,000 \$5,000 \$30,000 \$62,000 \$80,000 \$304,500
Total Expenses REVENUES Hosting Grant - Ministry of Tourism, Culture and Sport Registration Fees Region of Durham Town of Whitby - In-Kind for Sledge Hockey facility Other Potential Revenue Sources Merchandise/Apparel Sales Central Counties Tourism (RTO 6) - pending 2018-19 budget approval Durham Region Hotel Association (estimated 10 per cent of room sales) Trillium Grant and other potential grants Other Potential Revenue Sources Total Sponsorship/Fundraising - Cash and In-Kind	\$284,500 \$110,000 \$30,000 \$20,000 \$2,500 \$20,000 \$5,000 \$5,000 \$30,000 \$62,000 \$80,000 \$304,500



3.2 Revenue Generation

A number of revenue sources, including cash and in-kind, have already been secured, to be leveraged if Durham is selected as the host for the 2019 Ontario ParaSport Games.

- Durham Regional Council has endorsed Sport Durham's bid to host the 2019 Ontario ParaSport Games and has adopted the recommendation to provide up to \$20,000 toward the cost of hosting the Games.
- Central Counties Tourism has committed to providing \$20,000 toward the Games, pending approval of its 2018-2019 budget.
- The Abilities Centre will waive its base facility fees for the Opening Ceremonies.
- The Town of Whitby Council has endorsed Sport Durham's bid to host the 2019 Ontario ParaSport Games, to be the site for the Sledge Hockey event and to waive ice fees in the amount of \$2,491 for this event.
- The Durham District School Board has agreed to waive its base facility rental fees for the use of one of its secondary schools for the Goalball event.
- The Durham Hotel Association has offered to provide a 10 per cent commission on actual room sales, which could equate to approximately \$5,000 in additional funding for this event.

We plan to recruit an experienced individual to lead the Sponsorship & Fundraising area as we consider this to be an area of critical importance to ensure a successful Ontario ParaSport Games. We are confident that by leveraging our existing relationships and collaborating with community partners such as Rotary Clubs, local Chambers of Commerce, Oshawa Generals Hockey Club, local businesses and sport organizations and others, we will achieve our sponsorship revenue target of \$80,000, which may include a combination of cash and in-kind support. We also intend to apply for a Trillium Grant and to explore incremental revenue generation opportunities including the sale of merchandise, such as ParaSport Games apparel and clothing for wheelchair users designed and manufactured by a Durham-based company.

In addition, the Region of Durham and the Abilities Centre intend to provide in-kind staff resources to participate on the GOC, as assigned leads and in other supporting roles, to successfully execute the 2019 Ontario ParaSport Games and to provide participants and spectators with unique and memorable experiences. We also have excellent support from Central Counties Tourism, committed to providing in-kind services by assisting with event promotions.

3.3 Risk Management Plan

One element of 2019 Ontario ParaSport Games planning will be the identification of key risks for the Games and development of required mitigation plans. The risk management process will be established by the Host Community Games Coordinator, who has years of experience in the area of risk management, to facilitate the ongoing and effective management of risks by the GOC.

Financial risks will be highlighted and closely monitored by the GOC's Finance and Administration lead, who is a Chartered Professional Accountant with years of experience in corporate finance environments. A culture of fiscal



responsibility will be developed, including processes for budget management and responsible spending among GOC team members, and this will be actively managed by the Finance and Administration lead.

3.4 Legacy Plan

If the Game results in a surplus, these funds will be allocated to execution of our legacy plan which is described in section 14.

3.5 Plan between Bid Submission and a Working GOC

We are confident that our due diligence in establishing a preliminary budget for these Games will pay dividends going forward. We believe this budget will provide an excellent foundation for the GOC to develop and execute the Games, and our experienced team will demonstrate fiscal responsibility throughout the life cycle of the Games, from planning to execution. Our goal is to ensure that an adequate surplus results from these Games to enable us to execute legacy plans that benefit Durham Region and elevate the profile of ParaSport.



4 SPORT TECHNICAL

4.1 Sport Venue Summary

The proposed venues for each sport, as well as travel distance between Whitby and Ajax hotel clusters which we recommend for establishing Athlete's Villages, are provided below. These venues will bring participants into Durham's five waterfront municipalities, from Pickering in the west to Clarington in the east, providing for the opportunity to directly involve a significant portion of Durham Region in this exciting event. We have secured tentative commitments from each of the eight venues and we have also identified other potential venues for selected sports. Venues and competitions will be organized in consultation with ParaSport Ontario, PSOs and our Accessibility Champion to ensure accessibility requirements are addressed based on each individual sport.

Sport	Proposed Venue Venue Location		Travel Distance from Accommodation	
		(Municipality)	Whitby	Ajax
Para Alpine	Ski Brimacombe	Clarington	45 km	51 km
Archery	Durham College/University of Ontario Institute of Technology Campus Wellness and Recreation Centre	Oshawa	14 km	23 km
Boccia	Abilities Centre	Whitby	3 km	8 km
Curling (Wheelchair and Visually Impaired)	Annandale Curling Club	Ajax	14 km	6 km
Goalball	Donald A. Wilson Secondary School	Whitby	6 km	8 km
Para Nordic	Dagmar Ski Resort	Whitby	24 km	20 km
Sitting Volleyball	Abilities Centre	Whitby	3 km	8 km
Sledge Hockey	Iroquois Park Sports Centre	Whitby	3 km	8 km
5-A-Side Soccer	Pickering Soccer Centre	Pickering	15 km	7 km

The Abilities Centre is the proposed hub, Games Office, Media Centre, and "ParaSport House" for the 2019 Ontario ParaSport Games in Durham Region. The Abilities Centre is a 125,000 square foot (11,612 m2), state-of-the-art facility offering inclusive programs and services that provide people of all ages and abilities the power to achieve their goals through sports, arts, life-skills programs and research in a welcoming, positive and energetic environment. It is recognized as an International Centre of Excellence for its fully accessible design and inclusive environment and is ideally suited for playing host to 2019 Ontario ParaSport Games Boccia and Sitting



Volleyball events, Opening Ceremonies and other special events. This venue hosted the Parapan Am Games Boccia and Judo events in 2015, and has hosted numerous other competitions including the Canadian National Boccia Championships in 2015. The Atrium at the Abilities Centre will be set up with welcome and information tables for athletes and visitors, staffed by volunteers from Friday to Sunday, to supplement visitor booths that will be set up in participants' hotels. The experienced team at the Abilities Centre is also well-equipped to provide guidance and



training on accessibility and customer service to other facilities and Regional partners that may host Ontario ParaSport Games events.

The mission statement for Brimacombe, the proposed site for Para Alpine, is "to provide a fun and affordable family snow experience." Brimacombe strives at all times to provide its programs, goods and services in a way that respects the dignity and independence of people with disabilities. The facility embraces the AODA principles of dignity, independence, integration, and equality of opportunity. Brimacombe hosts the Canadian Association of Disabled Skiers – Durham Chapter eight week program.

The Pickering Soccer Centre, the proposed venue for 5-A-Side Soccer, hosts an All Abilities soccer program which offers all children and youth with intellectual and/or physical disabilities, within Durham Region and the Greater Toronto Area, an opportunity to learn and play the great game of soccer. The All Abilities team strives for an inclusive environment where no child is noticed for their disability, rather their enormous abilities.

The Durham Steelhawks Sledge Hockey team play at Iroquois Park Sports Centre. The President of Durham Steelhawks is also the Vice President of the Ontario Sledge Hockey league (OSHA) and he has endorsed Iroquois as the best facility to host the Sledge Hockey event at the Games in 2019, with the possibility to include Abilities Centre as a partner and perhaps training facility for the athletes between competitions.



4.2 Equipment

The GOC will coordinate with ParaSport Ontario and the Provincial Sport Organizations to identify and secure necessary equipment for the Games. Some equipment has already been identified and noted on the Venue / Sport Evaluations in section 4.3 below.





4.3 Venue / Sport Evaluations

Sport: Para-Alpine Skiing		
Facility Name	Brimacombe	
Facility Address	4098 Regional Rd. 9, Orono, ON	
Facility Description	Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) 68 Skiable acres, course lengths are both over 350 m, four quad chairlifts, conveyor lift, 3 surface lifts, 2 chalets, full food services, for retail, ski and snowboard rentals, full lesson programing Equipment Available in Community (score clocks, nets, etc) Access to alpine racing equipment – gates, timing, etc. The facility has or can assist with acquiring all required equipment for this event. Equipment can be stored in the main shop during the competition. # of Change Rooms All areas are open and allow for changing into ski gear. Seating Capacity Variable to room, ranges from 100-200 Available Meeting Space Yes Accessibility (including entrance into the venue, access to field of play, washrooms, meal location) Yes YES / NO Yes, Alpine ski and snowboard facility. Brimacombe also hosts the 8 week	
	program on site for the Canadian Association of Disabled Skiers – Durham Chapter.	
Distance from Accommodations	Whitby – 45 km, Ajax – 51 km	



Sport: Archery	
Facility Name	Durham College/UOIT Campus Recreation and Wellness Centre
Facility Address	21 Ave of Champions, Oshawa, ON
<i>Facility</i> <i>Description</i>	 Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) Triple Gym – Gyms 3, 4 and 5: 36.5 m x 62 m, ceiling height - 10.9 m to underside of structural Gym 3 - 36.5 m x 22 m Gym 4 - 36.5 x 18 m Gym 5 - 36.5 m x 22 m All gyms have hardwood floors No wall hooks or post holes for suspension of safety curtains. Determining alternatives available.
	 Tables, chairs, floor covering Archery equipment to be sourced in coordination with PSO # of Change Rooms: 8 Seating Capacity Depends on set up. Standard full court set up for Gyms 3, 4 and 5 is 1,945. Available Meeting Space Boardroom Multi-purpose Lounge
Evicting	 Accessibility (including entrance into the venue, access to field of play, washrooms, meal location) Entrance: yes Field of Play: yes Washrooms: yes Meal Location: yes
Existing Club/Program for this sport Distance from	YES / NO No Whitby – 6 km, Ajax – 8 km
Accommodations	



Sport: Boccia	
Facility Name	Abilities Centre
Facility Address	55 Gordon Street Whitby, Ontario, L1N 0J2
Facility Description	 Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) 85, 000 sq. feet 6 mondo track lanes (200 meters) 6 sprint lanes 3 full sized FIBA regulation basketball courts
	 Equipment Available in Community (score clocks, nets, etc) Score clocks and boards Boccia ball sets Soft, medium and hard sets Boccia Ramps (wood)
	 # of Change Rooms 4 Family Change rooms (fully accessible) Bathroom, showers, change tables Hoyer Lift Available 1 Female Change Room (fully accessible) Bathrooms, lockers, showers Hoyer Lift Available 1 Male Change Room (fully accessible) Bathrooms, lockers, showers Bathrooms, lockers, showers 2 Women's Bathrooms (fully accessible) 2 Men's Bathrooms (fully accessible)
	Seating Capacity • 225 Court Side Seats • 200 Gallery View Seating Available Meeting Space • Lounge – capacity 90 people • Games Room - capacity 20 people • Boardroom - capacity 15 people • Life Skills Apartment - capacity 15 people • Art Room - capacity 25 people • Music Room - capacity 60 people • Theatre - capacity 200 people • Atrium - capacity 200 people
	Accessibility (including entrance into the venue, access to field of play, washrooms, meal location) All amenities at the Abilities Centre are fully accessible. These include:



Sport: Boccia	
	 Entrance Bathrooms Change Rooms Meeting Rooms Meal Locations No food locations on site Food location 1 km away accessible
<i>Existing Club/Program for this sport</i>	YES / NO Yes Programs offered through Abilities Centre: Introduction to Boccia Boccia AC Club
Distance from Accommodations	Whitby – 3 km, Ajax – 8 km



Sport: Wheelchair	Curling and Visually Impaired Curling
Facility Name	Annandale Golf & Curling Club
Facility Address	221 Church St S, Ajax, ON L1S 0A1
Facility Description	Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc): Eight regulation curling sheets of ice.
	Equipment Available in Community (score clocks, nets, etc):
	All equipment for play and scoring is available at the curling club.
	# of Change Rooms:
	There are two large change rooms –one for men and one for women, but they are in the basement of the building. If curlers require change rooms, we would add temporary accessible change rooms in second main floor banquet hall.
	Seating Capacity:
	The bar and lounge area holds 200 people. Spectator window viewing accommodates about 50 people.
	Available Meeting Space:
	There are three meeting areas that will accommodate about 400 people.
	Accessibility (including entrance into the venue, access to field of play, washrooms, meal location):
	Existing infrastructure at the curling club includes accessible entrance to lounge/bar/spectator viewing area which is also accessible. The washrooms are accessible. We would purchase portable ramps for wheelchair curlers to enter the curling area. These ramps would remain at the curling club following the Games to allow them to offer wheelchair curling clinics, leagues, and events.
Existing	YES / NO: No
<i>Club/Program for this sport</i>	There is not currently a wheelchair or visually impaired curling club in Durham Region. The 400+ members of the Annandale Curling will support this event. With the addition of portable ramps, they will partner with ParaSport Ontario and CurlON to offer wheelchair curling opportunities in the future. They would also work with the ParaSport Ontario and the Ontario Blind Sports Association to add visually impaired curling opportunities in the future.
Distance from Accommodations	Whitby – 14 km, Ajax – 6 km



<i>Sport:</i> Goalball	
Facility Name	Donald A. Wilson Secondary School
Facility Address	681 Rossland Rd W, Whitby, ON L1P 1Y1
Facility Description	Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) Large gym is 31.6 m x 23.7 m (19.5 m with bleachers) with wood floor.
	 Equipment Available in Community (score clocks, nets, etc) A request for 2 – 3' x 5' tables, extension cords, digital game clock, 5 chairs and scoreboard can be made to the school. Other equipment will be sourced in consultation with PSOs.
	# of Change Rooms 1 Male Change Room, 1 Female Change Room
	Seating Capacity More than 150 if two bleachers are used
	Available Meeting Space Yes – cafeteria can be used if required
	Accessibility (including entrance into the venue, access to field of play, washrooms, meal location)
	Accessible school
<i>Existing Club/Program for this sport</i>	YES / NO No
Distance from Accommodations	Whitby – 6 km, Ajax – 8 km



Sport: Para-Nordic Skiing		
Facility Name	Dagmar Ski Resort	
Facility Address	1220 Lake Ridge Road, Ashburn, ON, LOB 1A0	
Facility Description	 Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) 20km of total trails available of varying difficulty. Proposed trails to be used are Meadow, Ward's Meadow, Express and Cross Country Field around Chalet Equipment Available in Community (score clocks, nets, etc) Grooming and track setting equipment available Timing equipment, score clocks, etc. to be sourced in coordination with PSO # of Change Rooms 1 change room for 1 person at a time Heated trailer option could be considered Seating Capacity Viewing available around the cross country chalet and possible points on the trails depending on the route Available Meeting Space Public meeting area in the cross country chalet Possible private meeting area at west chalet (separate from cross country chalet) Access to cross country chalet would require the addition of ramps to meet accessibility requirements. The main alpine chalet has a family/accessible washroom, as well as an accessible restaurant and seating areas. 	
<i>Existing</i> <i>Club/Program</i> <i>for this sport</i>	YES / NO No	
Distance from Accommodations	Whitby – 24 km, Ajax – 20 km	



Sport: Sitting Volleyball		
Facility Name	Abilities Centre	
Facility Address	55 Gordon Street Whitby, Ontario, L1N 0J2	
Facility Description	 Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) 85,000 sq. feet 6 mondo track lanes (200 meters) 6 sprint lanes 3 full sized FIBA regulation basketball courts 	
	Equipment Available in Community (score clocks, nets, etc) Score clocks and boards Volleyball nets Pole Padding Volleyballs Volleyballs Volleyball court markings	
	 # of Change Rooms 4 Family Change rooms (fully accessible) Bathroom, showers, change tables Hoyer Lift Available 1 Female Change Room (fully accessible) Bathrooms, lockers, showers Hoyer Lift Available 1 Male Change Room (fully accessible) Bathrooms, lockers, showers Bathrooms, lockers, showers 2 Women's Bathrooms (fully accessible) 2 Men's Bathrooms (fully accessible) 	
	Seating Capacity • 225 Court Side Seats • 200 Gallery View Seating Available Meeting Space • Lounge – capacity 90 people • Games Room - capacity 20 people • Boardroom - capacity 15 people • Life Skills Apartment - capacity 15 people • Art Room - capacity 25 people • Music Room - capacity 60 people • Artium - capacity 200 people	
	Accessibility (including entrance into the venue, access to field of play, washrooms, meal location)	



Sport: Sitting Volleyball		
	 All amenities at the Abilities Centre are fully accessible. These include: Entrance Bathrooms Change Rooms Meeting Rooms Meal Locations No food locations on site Food location 1 km away accessible 	
<i>Existing Club/Program for this sport</i>	YES / NO No	
Distance from Accommodations	Whitby – 3 km, Ajax – 8 km	



Sport: Sledge Hockey		
Facility Name	Iroquois Park Sports Centre	
Facility Address	500 Victoria Street West, Whitby ON	
Facility Address Facility Description	Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) Regulation hockey rink with standard goals Equipment Available in Community (score clocks, nets, etc) Score clock and nets # of Change Rooms 5 players' rooms, 1 referee room. Two change rooms are accessible. Seating Capacity 300 seated, 200 standing Available Meeting Space	
	Yes Accessibility (including entrance into the venue, access to field of play, washrooms, meal location) Facility is accessible, modifications may be made to widen hallway door between ice pads 3 & 4 so players can easily access a second accessible change room.	
<i>Existing Club/Program for this sport</i>	YES / NO Yes Durham Steelhawks play at this facility	
Distance from Accommodations	Whitby – 3 km, Ajax – 8 km	



Sport: 5-A-Side Soccer					
Facility Name	Pickering Soccer Centre (PSC)				
Facility Address	1975 Clements Road, Pickering, Ontario, L1W 4C2				
Facility Description	 Field Of Play Detail (size, # of lanes, floor type, ceiling height, etc) 20m x 40m turf field, indoor or outdoor Peripheral noise will be minimal Equipment Available in Community (score clocks, nets, etc) Field space and time, score clock – all available at PSC 				
	 Goals, Nets and Kickboards - legacy from Parapan Am Games stored at Whitby Soccer Club Balls- will need to purchase 4 to 6 new match balls 				
	 # of Change Rooms Two – within PSC facility 1 male and 1 female bathroom 1 fully accessible bathroom 				
	Seating Capacity 220 currently in bleachers within facility				
	Available Meeting Space				
	 1 Board Room – capacity for 10 attendees 1 Event Room – capacity for 60 attendees 				
	Accessibility (including entrance into the venue, access to field of play, washrooms, meal location)				
	Fully accessible. Used weekly by All Abilities program which sees 70 athletes with a range of needs attending each Saturday morning.				
Existing	YES / NO				
Club/Program for this sport	Sudbury District Soccer Club, Kitchener Soccer Club, Ottawa Soccer Club, developing program in Toronto				
Distance from Accommodations	Whitby – 15 km, Ajax – 7 km				



4.4 Venue and Accommodations Map

The map below includes all proposed sport venues and all hotels. We recommend creating Athlete's Village environments in Whitby (hotel #13, 14, 15) and/or in Ajax (hotels #11 and 12), due to proximity to the Abilities Centre, but other hotels may also be considered based on accessibility requirements. See table under section 4.1 above for distances between sport venues and hotels.







4.5 Proposed Games Date

We recommend the 2019 Ontario ParaSport Games be held on the weekend of March 1 to 3, 2019.

Our preference is to avoid the elementary and secondary school March Break vacation later in March, as well as the college and university break in February and Family Day in February, in order to maximize availability of volunteers and spectator attendance.

4.6 Collection and Management of Results

The Computer Systems Technician and Technology programs at Durham College will provide student volunteers to assist with determining technology infrastructure requirements at each of the venues, as well as planning, set-up and support to ensure timely collection and management of results. IT security, including securing equipment and data, will be also be addressed by this team.

The team will work with a technology provider such as CISCO to procure and set up wireless access points at the venues, which can then be managed by the student volunteers, with oversight by the IT & Equipment lead and another senior GOC team member.

The technical support team will be responsible for setting up and disassembling networking infrastructure, and managing the results for the Games, which includes ensuring that results are posted on the Games website on a timely basis. Our proposed GOC IT & Equipment co-leads have experience completing these same tasks for the 2015 Pan Am Games boxing and baseball events in their roles as Assistant Venue Technology Managers.



4.7 Medals Ceremonies

Medals will be awarded for each sport, at each venue, at the end of competition for every one of the ten ParaSports.

We intend to engage with our local arts community to hold a medal design contest and we will source local vendors to manufacture the medals, making every effort to involve local businesses in delivering these Games as much as possible. We will also consider including inscriptions in braille on the back of medals for the visually impaired athletes.

Local dignitaries and sponsors will be asked to participate in the medal ceremonies and the media and members of the public will be invited to attend in celebration of the medal winning athletes. Photography will be arranged through local photography clubs and other partnerships and photos will be updated on the Games website and will be made available to the athletes through a Dropbox or another tool. We will also explore other ways in which to make these ceremonies unique and create lasting memories for athletes. For example, local children may be involved (e.g. school groups, youth groups, youth sport organizations), perhaps by providing musical or other entertainment or presenting special gifts to athletes at the ceremonies.



4.8 Plan between Bid Submission and a Working GOC

There will be continuity between the bid committee and the working GOC, thus making for what is anticipated to be a smooth transition in the Sport Technical area. The proposed GOC Sport Lead is the Director, Sport and Recreation at the Abilities Centre and he has been an active member of the bid committee.



5 ACCOMMODATIONS AND MEALS

5.1 Athlete's Village

The bid committee recommends establishing Athlete's Villages in the cluster of three Whitby hotels conveniently located a five minutes' drive or three km from the Abilities Centre and some of the other Whitby-based sport venues such as Iroquois Park Sport Centre and Donald A. Wilson Secondary School. There are a number of restaurants and activities for visiting family and friends to enjoy within a short 3 km radius of these hotels, some of which are walking distance and some just a few minutes' drive away. Discussions with the Durham Hotel Association (DHA) and the Whitby Marriott Residence Inn are already underway and room availability and rates are being collected. Other hotels may also be considered as Athlete's Village locations, including the Hilton Garden Inn and Homewood Suites in Ajax (8 km from the Abilities Centre), the Durham Hotel Oshawa (11 km from the Abilities Centre) which is currently undergoing significant renovations with plans to become a Courtyard by Marriott in 2017, and the Holiday Inn Express & Suites Downtown Oshawa which opened in 2016 and has the highest number of fully accessible rooms in the Region. We have provided distances between venues and the Whitby as well as Ajax hotel clusters in the Sport section of this bid.

Athlete's Village locations will be determined based on available open spaces and rooms, accessible room requirements for individual sports and athletes, and proximity to sport venues. Our objective will be to create environments where athletes from different sports will have the opportunity to gather, to share stories and experience the comradery and spirit of an athlete-centred multi-sport games. Visitor booths/tables will be established at these locations and volunteers will be on hand to warmly welcome athletes and their families and friends, to provide tourism information and to answer questions. Athletes' comfort will be of primary importance as we establish the Athlete's Village for these Games.

If the timing of the Games were to change to late spring or summer, we could consider establishing an Athlete's Village at the Residence & Conference Centre at Durham College/University of Ontario Institute of Technology, where there are 460 two bedroom suites and 220 open concept suites.

5.2 Accommodations Overview and Room Inventory

Durham Region offers a broad range of accommodations. The hotels which meet the Accessibility for Ontarians with Disabilities Act (AODA) standards are listed in the table below, with a breakdown of the 1,469 rooms by room type. Hotels recommended as potential Athlete's Village locations are highlighted in bold in the table below. Most hotels offer complimentary breakfast and most single rooms also offer pullout sofas. Some of these rooms are fully accessible (e.g. include roll-in showers, lower height amenities), but all rooms listed in the inventory can accommodate athletes with mobility devices.

A new hotel is currently being built in the municipality of Clarington and will expand our current inventory of hotels.

The GOC's Accommodations sub-committee will develop a comprehensive accommodations plan and room assignments to ensure that each athlete has his or her own bed, no more than three athletes will need to share a standard room (more athletes may stay in larger suites) and athletes will be separated by gender. Where possible and as appropriate, participants will be separated by sport, team or region. GOC Coaches and athletes will have



separate rooms. All linens will be provided. The accommodations plan will be developed in collaboration with ParaSport Ontario, taking into consideration individual sport requirements and athletes' needs.

Hotel Name ¹	All Rooms (Partially & Fully Accessible)			Fully Accessible Rooms	
	Single	Two B	Suites	(included in all rooms count)	
Best Western Bowmanville	26	21	5	none	
Holiday Inn Express & Suites Bowmanville	15	50	30	2 rooms	
Durham Hotel East & Conference Centre Oshawa ²	7	89	0	none	
Holiday Inn Express & Suites Downtown Oshawa	50	38	37	12 rooms	
Comfort Inn Oshawa	14	62	0	none	
Travelodge Oshawa Whitby	10	59	12	none	
LaQuinta Inn & Suites Oshawa	20	30	9	6 rooms	
Quality Suites Whitby	see suites	11	93	none	
Marriott Whitby Residence Inn ³	see suites	see suites	122	none (1 hearing accessibility portable unit)	
Holiday Inn Express Whitby	46	38	7	2 rooms	
Motel 6 Whitby	50	72	0	none (1 hearing accessibility portable unit)	
Hilton Garden Inn Ajax	40	67	25	1 room	
Homewood Suites Ajax ³	see suites	see suites	104	11 rooms	
Comfort Inn Pickering	87	59	0	none	
Super 8 Ajax	6	30	28	1 room	

¹ The hotels listed meet the Accessibility for Ontarians with Disabilities Act (AODA) standards.

² The Durham Hotel East & Conference Centre is currently undergoing a significant renovation with plans to become a Courtyard by Marriott in 2017.

³ The Marriott Whitby Residence Inn and Homewood Suites Ajax have studio, one and two bedroom suites with fully equipped kitchens. The Marriott Whitby Residence Inn has 15 rooms with two beds, one pull-out and two baths and 107 rooms with one bed and a pull-out.

Durham Region has more than enough hotel rooms to accommodate athletes, coaches, support staff, provincial sport association representatives and athletes' families and friends from Friday, March 1 to Sunday, March 3, as



well as for additional days before or after the competition depending on requirements. As noted above, Sport Durham has already begun discussions with the DHA, with whom we have a well-established partnership, to collect availability and rates for the proposed early March 2019 event date. The Durham Hotel Association will offer a 10 per cent commission on the actual room sales for the 2019 Ontario ParaSport Games, which could equate to approximately \$5,000 in funding for this event.

5.3 Accommodations Map

See map above under section 4.4 Venue & Accommodations Map above.

5.4 Meal Plan

The bid committee has met with multiple experienced caterers in the Region, who expressed interest and enthusiasm when presented with the opportunity to provide selected meals for the 2019 Ontario ParaSport Games in Durham. These caterers are committed to preparing high quality food that incorporates local food and collaborating with other local caterers and/or food purveyors, to develop healthy meal plans to address the requirements outlined in the Ontario ParaSport Games Appendix I – Standard Meal Requirements and Guidelines. Menus will ensure adequate consideration of special dietary requirements, e.g. vegetarian and/or vegan options, halal, gluten-free and dairy-free.

Convenience and athlete care and comfort will be of primary importance during meal planning. For example, we will seek to minimize travel time for athletes, while at the same time maximizing their enjoyment of Durham Region with other athletes, friends and family while they are here. We will also consult with our GOC Accessibility Champion to ensure selected meal venues and details around meal service (e.g. table height, sit-down vs. buffets, adequate number of volunteers to provide assistance, etc.) consider accessibility requirements for ParaSport athletes.

One of our priorities will be to make these Games as sustainable as possible, by incorporating compostable boxed lunch containers and using minimal packaging for lunches and snacks. We will also arrange for refillable water stations at each of the sport venues.

Breakfast

Most hotels selected to be part of the Athlete's Village(s) already provide complimentary breakfast to hotel guests. We will work with all hotels to ensure that healthy breakfasts are provided to participants (athletes, support staff, officials and PSO representatives) on competition days (Saturday and Sunday), which address the food group requirements in the guidelines, and include ample variety and choice, including any hotels that do not normally provide breakfast (e.g. Motel 6 in Whitby).

Lunch

High quality, nutritious boxed lunches which meet the requirements in the guidelines will be provided on the competition days (Saturday and Sunday). We have approached five different caterers in the Region excited about the potential of preparing meals for this event, all of whom are experienced with catering to large groups and some of whom have already provided proposed menus and quotes. We look forward to working with one or more of these caterers to develop delicious, healthy lunches for all participants, including athletes, support staff,

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officials, PSO representatives and volunteers who work more than four hours. Boxed lunches will be delivered to individual sport venue locations and distributed by volunteers.

The following local caterers have expressed an interest in providing boxed lunches for this event:

- Frantastic Events Whitby
- Heritage House Ajax
- KCC Gourmet Catering Clarington
- Pilar's Catering Oshawa
- The Table By Carol Oshawa

We will work with caterers and community agricultural partners, including Durham Farm Fresh, to source local food where possible to include in the boxed lunches. We believe there are numerous partnership opportunities to explore in this area, e.g. Algoma Orchards may be able to provide apples. We will engage with the Durham Region Economic Development department's Agriculture Coordinator to help facilitate these partnerships.

The following is an example of a proposed boxed lunch menu:

- Smoked Turkey With Pesto Mayo and Provolone on a Kaiser, Grainy Mustard Egg Salad Wrap, Fresh Dill Tuna on Multi Grain, Ham Swiss and Honey Mustard on a Baguette or Vegetarian Wrap with House Made Hummus (3 choices, 1 vegetarian)
- Fresh Fruit Cup, Fresh Local Fruit (e.g. apples donated from local orchard), Veggie Sticks with include Carrots and Celery, Coleslaw or Fruit Juice (1 choice each of fruit, fruit juice and vegetables)
- House Made Nut free Granola Bar or Energy Bites (1 choice)
- Cartons of 250ml 1% or 2% White Milk, or a variety of Low-Fat Yogurt Cups, or Cheese Sticks, or Cottage Cheese with local Honey (2 choices)

Dinner

As noted above, we have approached a number of caterers in the Region excited about the potential of preparing meals for this event, all of whom are experienced with catering to large groups, and some of whom have provided us with quotes. We have researched independent caterers as well as full service venues that could provide facilities and catering.

We are considering collaboration with one or more of these caterers to plan and provide healthy dinners for participants, including athletes, support staff, officials and PSO representatives, depending on the option selected. Where possible, we will incorporate local food into dinner menus.

Through the Central Counties Tourism Rewards program, we will also work with local restaurants to provide discounts to all participants, including family and friends.

Options for dinner include the following:

• Sit-down, catered dinner. This option would enable athletes from different sports and regions to join together and share a meal. We would engage with one or more local caterers or full service venues/halls to develop a



delicious, well-balanced meal with choices, including vegetarian or vegan, gluten-free, dairy-free and halal options as required, which may be served in a home-style format. Venues under consideration include WindReach Farm in Ashburn (north Whitby), General Sikorski Hall in Oshawa, Durham College / University of Ontario Institute of Technology (Oshawa) or possibly the Abilities Centre if incremental sponsorship revenue can be raised for the rental of a heated tent.

• Dinner delivery to athletes' hotels on one of the two nights, perhaps prior to the Saturday night social event.

Snacks and Beverages

We will provide a variety of nutritious snacks and beverages for participants and volunteers, which we plan to source primarily through local and other corporate partnerships. Examples include fresh fruit, dried fruit, nuts, trail mix, protein bars, granola bars, and whole wheat bagel pieces.

As noted above, water bottle refill stations will be made available at venues and at hotels to reduce waste and make these Games as green as possible. It will be recommended that participants and volunteers bring their own refillable water bottles.



6 TRANSPORTATION

6.1 Transportation

There are a wide range of transportation systems available to travel to Durham Region, including transit, highway, rail and air. GO Transit, the Greater Golden Horseshoe's Regional Transit System, and highways 401 and 407 provide easy access from all major centres in Ontario.

Secondary highways and regional municipal roads provide convenient access from one community to another. Intercity rail and bus services are conveniently located for seamless transportation: Greyhound, Can-r Coach Service, Megabus, and Via Rail offer connections from multiple locations across the province. A number of transportation alternatives are available from Pearson International Airport.

Every attempt will be made by the 2019 Games to ensure the safe, efficient and customer focused transportation of participants during the Games. The 2019 Games will adopt the necessary policies for travel in accordance with Ontario ParaSport Games Travel Subsidy Policy.

In order to properly anticipate and coordinate transportation needs, Durham Region Transit (DRT) representatives will be part of the Transportation Committee. This will ensure that DRT staff can make effective changes to the transportation plan as Games need evolve. In addition, advance planning and communications will be done to identify and deliver the exact requirements for each sport.

6.2 External Transportation

The GOC Transportation team will work with the PSOs to coordinate pick-up of any participants from local airports, such as the Toronto Pearson International Airport, train and/or bus stations on the day of their arrival, and to take them back to these locations on the day of their departure. Participants will be encouraged to make travel arrangements to arrive at one of the following gateways to Durham Region:

- Oshawa Bus Terminal Intercity Bus (Greyhound and Can-Ar Coach)
- Oshawa Train Station Intercity Rail (Via Rail)
- Whitby GO Station (GO Transit and Megabus)
- Pearson International Airport (Toronto)

DRT will utilize the networking capabilities of its local bus lines to communicate to other transportation providers throughout Ontario. This will ensure a seamless transition for any athletes/participants who may have to transfer at some point during their travel.

6.3 Internal Transportation

Durham Region Transit (DRT) will provide accessible transportation services throughout the Games, ensuring that all participants are transported between the Athletes Villages and sport venues, and to special events. DRT has human and capital resources to provide and support the 2019 Games Transportation needs. Its fleet of over 190 low-floor accessible buses and trained professional operators and supervisors will ensure a seamless Games experience. DRT is well versed in providing transportation coordination and execution during high profile games; its planning and delivery of the 2015 Pan Am and Parapan Games transportation solutions were well received.



7 VOLUNTEERS

Early efforts to reach out to various organizations in the Durham Region to assist in the recruitment and training of volunteers have produced an abundance of support. Organizations are enthusiastically embracing the opportunity to be part of these Games.

A committed group of 200 to 300 volunteers is essential to the success of this event. Durham Region has a volunteer base that assists with special events, seniors programs, community sports, other community services and programs, and much more. We are confident that our existing pool of volunteers will exceed the requirements for these Games.

Currently, we have volunteer commitments in place from:

- The Abilities Centre¹
- The Durham Steelhawks Sledge Hockey Association¹
- The Canadian National Institute for the Blind¹
- Durham Crossover Basketball a registered non-profit organization that promotes healthy living through the sport of basketball
- Durham District School Board (including French Immersion)^{1,2}
- Ecole secondaire catholique Saint-Charles-Garnier²
- Durham College including faculty and students in:
 - the Sport Management program which can provide volunteers to assist with recruiting and training volunteers, assist with the planning and delivery of social events, collaborate with the organizing committee on marketing and sponsorship strategies and assist during the Games in various roles. The Durham College Sport Management program has committed to including the 2019 Ontario ParaSport Games in their 2017, 2018 and 2019 curriculums if the Durham Region is selected as the host society¹
 - the Computer Systems Technician and Technology programs which can provide volunteers to assist with technical support including the set up and breakdown of networking infrastructure, and managing the infrastructure for timing and results for the Game. The faculty coordinator of this program has experience completing these same tasks for the boxing and baseball events at the Pan Am Games in 2015.
 - the Computer Programmer program which can provide volunteers to assist with the set up and maintenance of a website
 - o students of the Public Relations program will assist with conventional and social media
 - the Paramedic program which can provide volunteers to assist with basic first aid and CPR at the venues
 - the W. Galen Weston Centre for Food which can provide volunteers and some food services for one to two receptions
 - The Community Integration through Co-operative Education (CICE) culinary/hospitality program which is in the process of being launched and which has indicated an early interest in providing volunteers to assist with hospitality. This program gives individuals with intellectual disabilities or significant learning challenges the opportunity to enhance their academic and vocational skills with modified programming through a variety of courses.



Additional sources for volunteers could include, but are not limited to:

- Municipal volunteer databases (e.g. Town of Whitby, Town of Ajax, City of Oshawa)
- Volunteers from the 2015 Pan and Parapan Am Games for events held in this Region
- Sport therapists from Durham College
- The University of Ontario Institute for Technology community
- Provincial sport organizations related to the Games
- United Way Durham
- Venues which have been selected to host sport events
- The Rotary Club of Whitby and Sunrise Rotary, both long standing supporters of the Durham Steelhawks Sledge Hockey club
- Durham Catholic District School Board (including French Immersion)²

¹ Letters of Support have been provided by these organizations. Other commitments have been obtained via email correspondence

² Durham Region secondary schools require students to complete 40 hours of community service as a graduation requirement

Through our strong community partnerships, we are extremely well positioned to deliver an event experience that the athletes and spectators will not soon forget.

7.1 Volunteer Screening

All necessary steps will be taken to ensure that proper screening is completed. All volunteers will be required to have an updated Police Vulnerable Sector Check. Currently, the rate for this is \$20 for those wanting to volunteer. It is highly probable that a number of the volunteers from the list of organizations which have already committed would have this screening in place.

7.2 Volunteer Registration

Volunteers would be required to use the Ministry of Tourism, Culture and Sport registration system. The Volunteer Lead for the Games Organizing Committee (GOC) will ensure that a plan is in place for checking all registrations for complete data, scheduling volunteers for training and Games roles and effectively communicating with volunteers.

7.3 Volunteer Accreditation

Upon successfully obtaining the Police Vulnerable Sector Check and completing the volunteer training, volunteers will be given an accreditation which must be shown at each venue check in. This accreditation will identify them to all athletes, venue staff and spectators so they are easily recognized.



7.4 Volunteer Clothing and Meals

The GOC will work with sponsors to provide volunteers with some identifiable clothing that ensures they are recognized as volunteers.

Each venue will have a volunteer area where refreshments will be made available. For volunteers working more than four continuous hours, meal tickets or boxed meals will be provided depending on the location.

7.5 Volunteer Recognition / Celebration

Games such as these cannot happen without volunteers, and as such, they need to be celebrated and recognized for their commitment. An event to recognize volunteers will be held shortly following the completion of the Games. All efforts will be made to ensure this is an event that sincerely expresses the gratitude of the GOC.



8 MARKETING AND COMMUNICATIONS

8.1 Media and Communication Centre

The Media & Communications Centre will be located at the Abilities Centre which will also be the Games Office during the event. The room will provide working space as well as telephone capabilities and wireless internet access. French language services will be available as required.

Accredited media will be able to coordinate interviews with athletes and file stories at the Media & Communications Centre. We will issue media kits by email as part of our Sustainability and cost minimization efforts. However, printed media kits will also be available.

We also plan to have a Media Liaison at each sport venue with a verification process available to permit on-site accreditation for media.

French language services will also be made available at all venues.

8.2 Media Plan

Our conventional media plan will use a variety of vehicles to engage participants, sponsors, volunteers, and spectators including:

- Leading up to the Games, we will issue regular media releases that report significant events, activities, and promote sponsorship.
- We will host several media conferences at specific milestones and hosted throughout Durham Region (announcement of the Co-Chairs, Games Organizing Committee, and 100 days out, major sponsor commitments, etc.).
- We will work directly with Sport Technical services and results in development of a plan to appropriately distribute information while the Games are ongoing.
- During the Games, media access to athletes, coaches and Games officials will be facilitated through a preestablished process managed through the Media & Communications Centre.
- Post Games, we will issue media releases on Games results and legacy.
- We have noted that as the primary funder of the Ontario Games program, the Province of Ontario and the Ministry of Tourism, Culture and Sport is recognized in all Games-related materials and communications.

We will develop stories for media targeted at athletes and supporters, including ParaSport Ontario Magazine, Abilities magazine, Disability Today magazine, and AMI's (Accessible Media Inc.) Sports and Sports Access online shows.

We will leverage our strong working relationships with local media, including:

- Metroland Media who were the Official Supplier of Print and On-line Media for the 2015 Toronto Pan Am and Parapan Am Games. Their six newspapers are distributed twice weekly across Durham Region with a combined circulation of nearly **340,000 homes**.
- **Global Durham** is located in downtown Oshawa and has access to about **1.2 million homes** in Durham Region, Greater Toronto Area, Barrie, Orillia, and east into Ottawa.
- Rogers Television broadcasts in Durham Region on cable channels 10 and 63. Rogers reaches over **158,000** cable subscribers and about **355,000 viewers** on a weekly basis. We will garner coverage on their nightly



newscasts and Durham Tourism will highlight the Games during weekly appearances on Rogers TV – Daytime Now.

- Local stations include 94.9 The Rock, 107.7 FM/1580 AM CKDO, and KX96 New Country FM. They cover a vast area beyond Durham Region, including Toronto, Mississauga, Oakville, Brampton, Port Hope, Cobourg, Brighton, Belleville, Peterborough, Orillia, and more. Collectively, the radio stations reach 270,200 listeners.
- Monthly editions of **snapd** are published in five communities, including Oshawa/Clarington, Whitby, Ajax, Pickering, and Uxbridge. Their readership across Durham Region is **123,750**.
- Oshawa Express publishes on Wednesdays and distributes **35,000** newspapers through carriers to approximately 90% of homes throughout the city and to businesses and high traffic locations such as civic centres, libraries, and retail locations.
- **Durham Sports HQ** is a coloured sports magazine printed six times per year, with a total of **60,000 copies** distributed across Durham Region.
- **The Chronicle** will help us connect with more than **22,000 students** at Durham College and University of Ontario Institute of Technology. The journalism student produced newspaper is published weekly.

We will reach out to major Toronto media outlets to engage them in the Games. Media from other areas, including competing athlete's communities will also be engaged.

We will assist with preparation of media kits and help facilitate any other media support activities identified during future event planning and execution.

8.3 Website and Social Media

We will obtain a domain name and develop an accessible website for the Games through a partnership with Durham College and its Computer Programmer program. We will incorporate search engine optimization tactics to garner the best possible reach for our website. The website will also offer an app to accommodate translation into French and other languages that may be preferred by visitors.

We will set up social media accounts for the Games, including Facebook, Twitter, and Instagram. This will be completed immediately upon the awarding of the Games so that we will build a strong following to build anticipation amongst the potential participants, volunteers, sponsors, and spectators. We will also have established a unique tagline and hashtag for the Games. Our tentative hashtag at this juncture is **#paramazing**.

A Website and Social Media Manager will be accountable for posting up-to-date and engaging messaging for our Games website, as well as our social media accounts. One of our objectives will be to post event results in a timely fashion so family, friends, and media can stay well informed and share the news.

8.4 Other Marketing and Promotional Activities

Accessibility requirements will be incorporated into print publication design for these Games (e.g. appropriate colour contrast, font size, image descriptions, etc.) and consideration will be given to producing selected publications in braille.

We will continue to more fully develop our overall marketing and promotional activities in collaboration with ParaSport Ontario staff and community partners such as:

• Durham Region staff in Tourism, Sport Durham, Communications and Accessibility;



- Local municipal staff in Tourism and Communications;
- Central Counties Tourism staff;
- Staff and students of Durham College Sport Management, Advertising and Marketing Communications, and Public Affairs programs.

Our developing plans include:

- Employing a wide range of ParaSport Ontario, Durham Tourism, Sport Durham, municipal, and Central Counties Tourism (consumer brand is York Durham Headwaters and seasonal sites are developed for Durham) channels to promote the Games and engage participants and spectators.
- Featuring Games on all organizations' websites, e-newsletters and e-blasts to various databases.
- Promoting Game through all organizations' social media channels, including Facebook, Twitter and Instagram.
- Producing print material such as posters and flyers for distribution among local businesses and community organizations.
- Working with ParaSport Ontario to develop paid advertising for local, GTA and other Ontario markets, leveraging each of our preferred rates and potential contra opportunities.
- Creating activations to promote Games at other community events throughout 2018.
- Hosting road shows at Durham Region elementary schools and at local facilities, where athletes will
 demonstrate sports and we will provide student groups, youth programs such as the Grandview Children's
 Centre, as well as local youth sport teams with the opportunity to try the sports before the Games to build
 excitement and promote attendance at the competitions.
- Producing a souvenir program.
- Producing Durham Region tourism maps for participants.

8.5 Photography

We have established a reciprocal relationship with local photography clubs and plan to schedule photographers to capture images at all Games sporting venues and events.

8.6 French Language Service Requirements

Our 2019 Ontario ParaSport Games bid committee embraces our responsibility and will ensure that the following communications pieces are produced in both French and English:

- Province-wide media releases;
- Logos;
- Invitations to Special Events (i.e. Opening Ceremonies and VIP Receptions);
- Programs for Special Events;
- Components of the Opening Ceremonies, including National Anthem and Athletes and Officials Oath;
- Bilingual representatives available during the Games to assist in translation;
- Signage;





- Medals; and
- Promotional materials (including posters, flyers, etc.).

In addition, we understand the following materials do not need to be translated but must indicate visually on the materials that they are available in French upon request:

- Registration package and forms;
- Official Games Program and/or Participant Handbooks;
- Website;
- Promotional Materials (posters, flyers, etc.);
- Tickets; and
- Identification Passes.

We have also noted that the Games logo should always be bilingual when used on any of the above-mentioned materials.

To ensure delivery of French language services, we have begun identifying professional translation services. We have also initiated volunteer partnership discussions with Conseil des Organismes Francophones de la Region de Durham (an umbrella organization of 23 francophone organizations), as well as École secondaire catholique Saint-Charles-Garnier and École Ronald-Marion, and the Durham District School Board and its French Immersion program.

It is our intent to have a Games representative at not only our Media & Communications Centre, but also at each sporting venue to ensure French language services are available as required for athletes, coaches, and the media.



9 SPECIAL EVENTS

9.1 Opening Ceremonies

The Opening Ceremonies will be held at the Abilities Centre in Whitby on Friday evening, after the VIP Reception.

As a state-of-the-art facility recognized for its fully accessible design and inclusive environment, we consider the Abilities Centre an ideal location to open the 2019 Ontario ParaSport Games. The ceremonies will include an athlete's parade, local entertainment, and welcome messages from dignitaries. An elder from Mississaugas of Scugog Island First Nation will be thanked and asked to bring blessings or a prayer. Provincial and local elected officials, municipal partners, sport organization representatives, local ParaSport athletes, photographers and media will be invited to celebrate the opening of the Games with participants and their families and friends.

Through our partnerships with local photography clubs, we will arrange for photos to be taken of all athletes so that these can be provided to them later as keepsakes marking this special day. When Durham Tourism coordinated the first-ever Region wide Festival in 2015, we worked with a local artist to build a large photo frame and take photos of event-goers. We will plan to create frames like this these again, to represent each of the ten sports. We will engage local elementary schools throughout the Region to decorate the ten frames, and we will garner a sponsor to fund the materials for each frame, as part of our Games sponsorship package. The frames will be unveiled at the Opening Ceremonies and will then be taken to each of the venues where they will provide for fun photo opportunities for participants and spectators. Local volunteer photographers will be engaged to take photos which can be uploaded onto the 2019 Ontario ParaSport Games website and posted on social media throughout the weekend. The frames could be donated to local schools after the Games.

9.2 VIP Reception

A VIP Reception to recognize and thank 2019 Ontario ParaSport Games sponsors, hosted by the GOC, will also be held at the Abilities Centre on the Friday evening. Provincial and local elected officials and municipal partners will also be invited to attend, as well as some of the ParaSport athletes.

Our region loves food - so much so that Durham College recently launched a unique Food and Farming program. Bistro 67, a teaching-inspired, green-certified restaurant focused on 'field to fork' cuisine, located at the W. Galen Weston Centre for Food campus in Whitby, is a popular destination for local and visiting foodies. The W. Galen Centre for Food has agreed to cater a food station style VIP Reception and will waive staff costs for the event. Guests will also enjoy music and other local entertainment at the reception.

9.3 Other Special Events

We intend to host a social event on the Saturday night. We are currently exploring various options for this event, which may include the choice of excursions for participants and athletes' family and friends. Including family members and friends would likely necessitate a second location. Our experienced Durham Tourism Coordinator would be engaged to help organize these events, together with our GOC Special Events lead.

Location options include:



- WindReach Farm which has been providing impactful and life changing programs and services for people of all ages and abilities for over a quarter century. Its vision is to inspire and empower to change lives using the unique features and resources of the farm to meet the many unique education, recreation and life skill needs of its clients. WindReach Farm has a fully accessible equestrian centre which could be used to accommodate an event for 500 guests. We would also engage with other community partners to showcase our Region and all that we have to offer. For example, this would be the perfect time of year for visitors to sample local maple syrup and local hot apple cider. We could arrange for participants to enjoy samples of our local craft beer and wine, and to learn something special about each of our eight municipalities. Local entertainment would also be provided and could include a performance by our local First Nations community.
- **Brock St. Brewing Company** in Whitby, which is currently building a new upscale brewery, restaurant and banquet facility set to open in summer 2017.

As previously noted, athlete care and comfort will be the most critical factors when planning social events within the proposed budget parameters.

In addition, we plan to create events as part of our fundraising efforts and to promote the 2019 Ontario ParaSport Games. Examples include the following:

- We will work with local sport organizations, such as All Abilities Soccer and Durham Steelhawks Sledge Hockey team, and ParaSport Ontario to host road shows at Durham Region elementary schools and at local facilities, where athletes will demonstrate sports and we will provide youth with the opportunity to try the sports, build excitement and encourage their attendance at competitions to cheer on the athletes.
- Oshawa Generals (local Junior A hockey club) hockey game fundraiser (this could be combined with 2018 Memorial Cup celebrations if the Oshawa Generals win its bid to host this event).
- Collaboration with community partners to promote the Games at existing events such as the Food Truck Frenzy, Whitby Ribfest and Taste Ajax, or to donate a portion of funds raised to the ParaSport Games.
- 100 Day Countdown event to generate excitement for the Games.



10 REGISTRATION AND ACCREDITATION

The bid committee recognizes that an efficient registration system is critical to the success of a smooth transition in preparing accreditations and welcoming athletes, coaches, managers, VIPs, media and volunteers to the Games. A designated committee member will work with the Ministry of Tourism, Culture and Sport to test the system in advance and create timelines for a seamless process, ensuring that communication regarding any missing information is completed well before arrival at the Games. An accreditation booth will be set up in the command centre at the Abilities Centre with the appropriate technology and printers in place to ensure that any last minute accreditation changes can be made on the spot. Volunteers will be on hand at the accreditation desk to provide all participants with the information they need to make a great first face to face impression and start at these Games.



11 MEDICAL

Our medical plan for the Games includes the elements listed below:

- 1. Medical Professionals Committed
 - Neurochangers: Matt Sanchez (Lead Sports Medicine Contact)
 - i. Physiotherapy and Athletic Therapy Services onsite
- 2. Local Hospitals and Medical Services
 - Family Care Medical Centre Urgent Care (4.4 km from the Abilities Centre)
 - Lakeridge Health (5.2 km from the Abilities Centre)
 - North Whitby Medical Centre (6.2 km from the Abilities Centre)
 - Ajax Harwood Medical Clinic (6.3 km from the Abilities Centre)
 - Rouge Valley Ajax and Pickering (6.4 km from the Abilities Centre)
 - Lakeridge Health Oshawa (7.7 km from the Abilities Centre)
- 3. Additional Medical Support
 - Partnership with Durham College & UOIT Kinesiology and Athletic Therapist programs to provide medical support services at competition venues



12 PARTICIPANT EXPERIENCE

Our goal is to plan and execute athlete-centred Games focused on the care and comfort of these athletes. We consider the Games an opportunity to provide participants with a memorable Durham Region experience. We are confident that through a comprehensive sponsorship program, which includes engaging a third party to assist with sponsorship efforts, we will be well positioned to offer develop unique athlete-centred experiences that showcase the best of our community.

Other ways in which we will consider enhancing participant experience during the 2019 Ontario ParaSport Games include:

- Providing local youth with the opportunity to try the featured ParaSports at demonstration road shows held before the Games, and possibly at selected venues on competition days. This will help to build excitement for the Games, increase the number of spectators on hand to cheer on athletes and build awareness and respect for these ParaSports.
- Offering accessibility town halls and training to local businesses to provide the best possible experience to visitors during these Games.
- Involving local school children in medal presentations and in creating special murals to hang at each of the venues when medals are awarded.
- Establishing a ParaSport Pride House to welcome the LGBTQ community to Durham, in collaboration with Pride Durham and the Community Development Council of Durham who hosted one in Ajax during the 2015 Pan Am and Parapan Am Games.
- Selling 2019 Ontario ParaSport Games apparel. We have connected with Donna Anderson of Phoenix Enterprises, a Durham home-based business that has experience with apparel sales for large sports events and can set up a website for online advanced and post games orders. Donna has offered to serve as Games Apparel Manager and would also take care of volunteer clothing. Apparel costs and forecasted sales have been included in our Games budget.
- Selling clothing from Koolway Sports, an innovative Canadian clothier and manufacturer based in Whitby, offering a line of outerwear tailored to the needs of users of wheelchairs with very mainstream styling.



13 SUSTAINABILITY

We will strive to deliver an Ontario ParaSport Games in Durham Region that is socially, environmentally, and economically sustainable.

As we plan and execute the Games, we will be guided by the ISO20121 standard for sustainable events management and the Sustainable Sport Event Template produced by Canadian Sport Tourism Alliance.

We will name a Sustainability Champion to identify opportunities and lead our achievements. We will also consult and collaborate with local sustainability organizations (e.g. Durham Sustainability) and experts (e.g. Dan Hoornweg, UOIT Professor and former World Bank lead on Sustainable Cities and Cities and Climate Change).



14 LEGACY

We are budgeting to generate a surplus of **\$20,000** to form our **Ontario ParaSport Games Legacy Fund** to continue nurturing and growing ParaSport and participating athletes here in Durham Region.

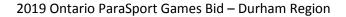
We will partner with **Durham Community Foundation**, a well-respected charitable foundation that has been making our community better for the past 22 years, to establish and facilitate our legacy fund. We will consult and collaborate with interested not-for-profit community organizations to establish the most effective way to stream the funds. Some of these groups would include The Abilities Centre, Grandview Children's Centre, Their Opportunity, WindReach Farm, Wounded Warriors, Pickering All Abilities Soccer, and Whitby Challenger Baseball, as well as local school boards and ParaSport Ontario. We would also consult with the Coaches Association of Ontario to establish a program for developing ParaSport coaches in Durham Region.

We're excited about the opportunity to create an Ontario ParaSport Games Legacy Fund and the long-term impact it will have for our community. Below are the legacies that we believe will be the result of a Durham Region hosted 2019 Ontario ParaSport Games.

- We have recruited hand cyclist Anthony Lue as our Accessibility Champion if awarded these Games. He brings a passion to raise awareness about accessibility opportunities and improve our community overall. Part of our Games legacy will be the growth of accessibility awareness, accessibility improvements, and growth of para sport opportunities in our community. As an immediate start, we have reached out to ParaSport Ontario staff to get information on how to start an Accessible Sport Council.
- We will strive to deliver an Ontario ParaSport Games in Durham Region that is socially, environmentally, and economically sustainable. As we plan and execute the Games, we will be guided by the ISO20121 standard for sustainable events management and the Sustainable Sport Event Template produced by Canadian Sport Tourism Alliance. We will create a new standard which will also improve sustainability of future events.
- The 400+ members of the Annandale Curling will support the Wheelchair Curling and Visually Impaired Curling events. There is not currently a wheelchair curling club in Durham Region. With the addition of portable ramps, Annandale will partner with ParaSport Ontario and CurlON to offer wheelchair curling opportunities in the future. They would also work with the ParaSport Ontario and the Ontario Blind Sports Association to add visually impaired curling opportunities in the future.
- We will be partnering with organizations, including Abilities Centre, Grandview Children's Centre, WindReach Farm, Pickering All Abilities Soccer, and Whitby Challenger Baseball, to involve young para athletes and youth in our games. For instance, we would like to have a youngster deliver the ball to centre court before each Goalball game and deliver the puck to centre ice before each Sledge Hockey game. We will also explore how to include youth in our Opening Ceremonies and Medal Ceremonies.
- We will work with ParaSport Ontario and sport specific organizations to host activations at Games sport venues to allow spectators to try aspects of ParaSport and provide information on how they might get involved as an athlete, coach, organizer, and official.
- We plan to offer a host community readiness program for local businesses with identification and education on opportunities for improved accessibility and the right approaches to best service customers with accessibility needs.



- We will work with hotels, sport venues to identify ways to add to athlete's experience, for instance, signs and banners welcoming participants for the Games and staff wearing buttons with "I ParaSport".
- Volunteer training and participation will increase awareness and respect for para athlete challenges and capabilities across our community.
- Hosting these Games will afford us the opportunity to develop a volunteer database to be used for any future opportunities.
- We intend to engage with our local arts community to hold a medal design contest and we will source local vendors to manufacture the medals, making every effort to involve local businesses in delivering these Games as much as possible. We will explore the possibility of having winning athlete's names engraved on back of medals with visually impaired medals incorporating braille.
- Our partnership with local photography professionals and clubs will generate photos of ParaSport activities and athletes that can be made available to athletes and sport organizations.
- We plan to create events as part of our fundraising and promotional efforts for the 2019 Ontario ParaSport Games. For example, we will work with local sport organizations, such as All Abilities Soccer and Durham Steelhawks Sledge Hockey team, and ParaSport Ontario to host road shows at Durham Region elementary schools and at local facilities, where athletes will demonstrate sports and we will provide students with the opportunity to try the sports. We will also plan activations at popular community events, such as Food Truck Frenzy, Whitby Ribfest, and Taste Ajax. We will also organize a 100 Day Countdown event to generate excitement for the Games.
- We will establish a ParaSport Pride House to welcome the LGBTQ community to Durham, in collaboration with Pride Durham and the Community Development Council of Durham who hosted one in Ajax during the 2015 Pan Am and Parapan Am Games.
- An elder from Mississaugas of Scugog Island First Nation will be thanked and asked to bring blessings or a prayer. This will create new relationships and opportunities for collaboration.
- We will continue to explore partnership opportunities with Koolway Sports, a Durham Region based manufacturer of custom clothes for people in wheelchairs.
- We will perform a Sport Tourism Economic Assessment Model economic impact assessment for these Games.





15 LETTERS OF SUPPORT

Letters of Support for the 2019 Ontario ParaSport Games, as well as Sport Durham's initial Letter of Intent, are included in the following pages 59 to 80.

- 1. Durham Tourism / Sport Durham Letter of Intent
- 2. Resolution from Committee of the Whole of Durham Regional Council Re: 2019 Ontario ParaSport Games (2016-COW-73)
- 3. Durham Region Letter from Regional Chair
- 4. Central Counties Tourism
- 5. Abilities Centre
- 6. Durham College Sport Management Program
- 7. Pickering Soccer Club
- 8. Durham District School Board
- 9. Durham Steelhawks Sledge Hockey
- 10. WindReach Farm
- 11. Canadian Institute for the Blind
- 12. Oshawa Generals Hockey Club
- 13. Clarington Board of Trade
- 14. Grandview Children's Centre
- 15. Their Opportunity
- 16. Wounded Warriors
- 17. Ecole secondaire catholique Saint-Charles-Garnier
- 18. Whitby Chamber of Commerce
- 19. Ajax-Pickering Board of Trade
- 20. Annandale Curling Club





The Regional Municipality of Durham

Planning and Economic Development Department

Economic Development and Tourism Division

605 ROSSLAND ROAD EAST 5TH FLOOR PO BOX 623 WHITBY, ON L1N 6A3 CANADA

905-668-7711 1-800-706-9857 Fax: 905-666-6228 Email: invest@durham.ca tourism@durham.ca

www.durham.ca www.investdurham.ca www.durhamtourism.ca

Brian Bridgeman, MCIP, RPF Commissioner of Planning and Economic Development September 28, 2016

Mr. Ryan Albright, Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay St, 18th Floor Toronto, ON M7A 1S5

RE: 2019 Ontario ParaSport Games Letter of Intent

Dear Mr. Albright,

It is with great anticipation that Sport Durham, the Region of Durham's sport tourism group, submits this letter of intent to bid to host the 2019 Ontario ParaSport Games in collaboration with community partners, including the Abilities Centre in Whitby. The Abilities Centre, a 125,000 square foot facility built for people of all ages and abilities, has been recognized as an International Centre of Excellence for its fully accessible design and inclusive environment, and would be just one of the venues at which Ontario ParaSport Games competitions could be held.

Durham Region is a sports-minded, active community with extensive experience hosting sport events of all kinds, including TORONTO 2015 Pan Am and Parapan Am Games events. We are confident that our community will enthusiastically embrace the opportunity to host the 2019 Ontario ParaSport Games, to develop memorable experiences for athletes and spectators, to showcase our fabulous Region and to create lasting legacies in the areas of accessibility and ParaSport.

"Service Excellence for our Communities" If this information is required in an accessible format, please contact Economic Development & Tourism Reception at 1-800-706-9857, ext. 2612.

0% Post Consume



Should you have any questions, please feel free to contact Lori Talling, Sport Tourism Coordinator at 905-668-4113, ext. 2608.

We look forward to working with the Ministry of Tourism, Culture and Sport to develop a bid for submission by the Dec. 15, 2016 deadline.

Sincerely,

Kathy Wern \bigcirc

Kathy Weiss Director, Economic Development and Tourism





The Regional Municipality of Durham

Planning and Economic Development Department

Economic Development and Tourism Division

605 ROSSLAND ROAD EAST 5TH FLOOR PO BOX 623 WHITBY, ON L1N 6A3 CANADA

905-668-7711 1-800-706-9857 Fax: 905-666-6228 Email: invest@durham.ca tourism@durham.ca

www.durham.ca www.investdurham.ca www.durhamtourism.ca

Brian Bridgeman, MCIP, RPP Commissioner of Planning and Economic Development Since

December 14, 2016

Mr. Ryan Albright, Senior Coordinator, Games Unit Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay St, 18th Floor Toronto, ON M7A 1S5

RE: 2019 Ontario ParaSport Games Bid (2016-COW-73)

Dear Mr. Albright,

Please be advised that Committee of the Whole of Regional Council considered the above matter and at a meeting held on December 14, 2016, Council adopted the following recommendations of the Committee:

"A) That Regional Council endorse Sport Durham's bid to host the 2019 Ontario ParaSport Games; and

That Council approve up to \$20,000 toward the cost of hosting the 2019 Ontario ParaSport Games, to be funded at the discretion of the Commissioner of Finance."

Planning evelopment Sincerely,

B)

Kathybers

Kathy Weiss Director, Economic Development and Tourism



If this information is required in an accessible format, please contact Economic Development & Tourism Reception at 1-800-706-9857, ext. 2612.







The Regional Municipality of Durham

Office of the Regional Chair

605 ROSSLAND RD. E. PO BOX 623 WHITBY, ON L1N 6A3 CANADA 905-668-7711 1-800-372-1102 Fax: 905-668-1567 Email: roger.anderson@durham.ca

www.durham.ca

Roger M. Anderson Regional Chair and CEO December 5, 2016

Mr. Ryan Albright, Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay Street, 18th Floor Toronto, Ontario M7A 1S5

Dear Mr. Albright:

Re: 2019 Ontario ParaSport Letter of Support

On behalf of the Region of Durham, it is my pleasure to support Sport Durham's bid to host the 2019 Ontario ParaSport Games, together with committed and experienced partners, including the Abilities Centre in Whitby and Durham College.

Our community would enthusiastically embrace the opportunity to host ParaSport athletes from across the Province. In Durham Region, athletes would compete at outstanding facilities such as the Abilities Centre and the Pickering Soccer Centre both of which are recognized for all abilities programming. The athletes would be warmly welcomed by a community that values inclusivity and has a strong sport culture.

Durham Region is a sports-minded, active community with extensive hosting experience including the 2015 Pan Am and Para Pan Am Games events. With the passion, skills and collaborative spirit of community partners and volunteers, we are confident Durham would deliver a highly successful 2019 Ontario ParaSport Games creating memorable experiences for visiting athletes and spectators.

We believe these Games would be a source of great community pride and would enable us to build lasting legacies in the areas of accessibility and ParaSport.

Yours truly,

Roger Anderson Regional Chair and CEO



If this information is required in an accessible format, please contact the Accessibility Co-ordinator at 1-800-372-1102 ext. 2009.





CENTRAL COUNTIES TOURISM

30 November 2016

Re: 2019 Ontario ParaSport Games

To Whom it May Concern,

Please accept this letter as RTO6 Central Counties Tourism's official support of hosting the 2019 Ontario ParaSport Games in our region to be held over three days in March 2019. Central Counties Tourism is the Regional Tourism Organization for Durham, York and Headwaters Regions. We are funded by the Provincial Ministry of Tourism, Culture and Sport and work with our stakeholders to develop compelling products, destinations and experiences in order to drive tourism spending in the region.

Sports Tourism is an important economic driver that also supports our regional tourism efforts. A provincial-level event like the 2019 Ontario ParaSport Games that includes 8 to 10 sports and 400+ participants will showcase Central Counties and our partners throughout all of Durham Region. As a result, Central Counties Tourism has committed to allocating \$20,000 from the 2018-19 CCT budget (pending approval) for the Games.

We will continue to work closely with Durham Region/Sport Durham and their municipalities to provide great experiences for the athletes, their families and the spectators coming to cheer them on. Between the amazing sports facilities like *Abilities Centre* (proud home to the *Toronto 2015 Parapan Am Games*), accommodations and the incredible range of attractions in the region, Ontario ParaSport Games competitors and spectators will be treated with excitement on and off the court, pad and ski run.

We look forward to working with the organizers of the 2019 Ontario ParaSport Games to further Durham's tourist growth.

Sincerely,

1/2

Chuck Thibeault Executive Director Central Counties Tourism (Zone 6 Regional Tourism Organization)

7271 Warden Avenue, Markham, ON, Canada LJR 5X5 | T 289-846-3653 | F 905-752-0162 info@centralcounties.ca | www.centralcounties.ca





YOU BELONG HERE

November 24, 2016

RE: 2019 Ontario ParaSport Games

To whom it may concern,

I am delighted to provide this letter in support of Durham Region's bid to host the 2019 Ontario ParaSport Games.

The Abilities Centre is excited to be considered as a host venue, in addition to providing support and advice on the Games Organizing Committee.

Durham Region has many outstanding facilities, sports and recreation opportunities for individuals of all abilities. We are confident that hosting these Games will showcase the opportunities that are available in parasport both locally and provincially, and will leave a lasting legacy of accessibility, inclusion and partnership in the Durham Region.

If you require any additional information, please do not hesitate to contact me.

Sincerely,

Stuart McReynolds Director, Programs & Services Abilities Centre

> 55 Gordon Street, Whitby (Ontario) L1N 0J2 Tel.: 905-665-8500 Fax: 905-665-8501 info@abilitiescentre.org www.abilitiescentre.org Charitable Registration # 88981 9116 RR0001





October 27, 2015

Ms. Lori Talling Sport Tourism Coordinator Planning & Economic Development Department Regional Municipality of Durham 605 Rossland Rd. E., P.O. Box 623 Whitby, ON L1N 6A3

RE: Proposal to Host 2019 Ontario ParaSport Games

Dear Ms. Talling

Please consider this letter as an endorsement from the Sport Management program at Durham College in support of Durham Region's bid to host the 2019 Ontario ParaSport Games.

The Sport Management program would be honoured to partner with the bid committee to showcase this provincial event. Students actively participate in sport events throughout their three years of studies in Oshawa and the opportunity to engage students in a multi-sport provincial event within their community would provide invaluable experience. Furthermore, the opportunity to showcase our region at world class venues provides an overwhelming sense of hometown pride.

For over 40 years the Sport Management program has prepared students to become respected members of the sport in industry across Canada. Our solid reputation in the industry is a perfect complement with the professional reputation of region of Durham; we are confident our working relationship sets us apart from the competition. With over 200 students studying sport management, we can commit to the following roles for the event:

- recruiting and training volunteers;
- · assisting with the planning and delivery of an athlete social event; and
- · collaborating with the organizing committee on marketing and sponsorship strategies.

Again, please accept the Durham College Sport Management program's endorsement for the region of Durham's proposal to host the 2019 Ontario ParaSport Games. If you would like to discuss anything further, please do not hesitate to contact me.

Sincerely,

Janice Robinson Sport Management – Professor Durham College janice.robinson@durhamcollege.ca 905.721.2000 x2459

Oshawa Campus 2000 Simcoe Street North Oshawa, Ontario, Canada L1H 7K4 7. 905.721.2000 www.durhamcollege.ca





2019 Para Sport Ontario Games Bid

To Whom It May Concern,

I can confirm that on behalf of the Pickering Soccer Club and Pickering Soccer Centre we fully support the hosting of the 2019 Games here in the Durham Region.

As a large community Club with 3500 Members and a thriving, leading edge All Abilities program and the promotion of high performance sport in the region we are willing and able to host the soccer components of this event. Our facility includes a full sized, artificial turf field with air conditioning, an event room and is fully accessible. Additionally, we offer free parking and easy access to and from the 401 Brock Road exit.

We would welcome a site visit at any time from the Games Assessment Panel should they see fit.

Again, we offer our full support to this bid and look forward to the opportunity of hosting Ontario's best athletes in 2019.

Kind regards,

Matt Greenwood Executive Director

Tel: 905.831.9803 x.202 Email: execdirector@pickeringsoccer.ca

Pickering Soccer Club | 1975 Clements Rd. | Pickering, Ontario | L1W4C2 | PickeringSoccer.ca | @PickeringSoccer





Durham District School Board 400 Taunton Road East Whitby, Ontario L1R 2K6 Ph: 905-666-5500 1-800-265-3968 TTV: 905-666-6943 Fax: 905-666-6943

www.ddsb.ca

December 6, 2016

Mr. Ryan Albright, Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay St, 18th Floor, Toronto, ON M7A 1S5

RE: 2019 Ontario ParaSport Games Letter of Support

Dear Mr. Albright,

On behalf of the Durham District School Board (DDSB), I am pleased to extend support for Sport Durham's bid to host the 2019 Ontario ParaSport Games.

We are excited about the potential for an event of this scale and importance to be held in Durham Region, and we are honoured to join other community partners in bringing these Games to life. Durham Region is a thriving community that values inclusivity and collaboration, and we have many wonderful assets to offer visitors.

There are a number of ways in which the DDSB intends to lend its support if Durham Region is selected as the host community:

- We will waive our base facility rental fees for events held in our high school gyms.
- We will work with the Games Organizing Committee (GOC) to recruit high school student volunteers for these Games, including French immersion students who can assist with providing volunteer services in French.
- We will also work with the GOC to provide elementary school students with opportunities to try
 these sports during pre-Games events and learn more about ParaSports.
- We will promote attendance at these competitions to elementary and high school students and their families, to elevate the profile of ParaSports in Durham Region and throughout Ontario.

The DDSB is confident that our community will embrace the opportunity to host the Ontario ParaSport Games in 2019 and will collaborate to create memorable experiences for all participants and to build lasting legacies from the Games in Durham and beyond.

Sincerely

Milla Lisa Milla

Director of Education











Durham Steelhawks

Sledge Hockey Association Of Whitby "Where EVERYONE hits the ice EQUAL!"

Durham Steelhawks Sledge Hockey Association C/O James Titmarsh, President 39 Mayor Cres, Ajax Ontario L1S 6N7

Nov 25th, 2016

Re: Steelhawks letter of support to host Ontario Parasport Games 2019

Sledge hockey is an exciting sport for people of all abilities. Similar to ice hockey with many of the same rules and with six players on the ice, including a goalie, players sit on a sledge and propel themselves using two specially constructed hockey sticks that have picks on the end.

The Durham Steelhawks is a small but growing not-for-profit organization dedicated to the great sport of sledge and promoting the participation and development of players of ALL abilities – the able bodied and disabled alike!

As part of the Ontario Sledge Hockey Association, OSHA, the Steelhawks play teams province wide. Unfortunately, the game of sledge including equipment, sledges, ice time and travel is an expensive undertaking.

We are proud as a long standing OSHA organization and currently the only sledge hockey team in Durham Region to support the bid in hosting the 2019 Ontario Parasport games in Durham Region. We feel this would help at every level of our competition but most importantly in the grassroots and promote our great sport of sledge hockey in the great city of Whitby. The Steelhawks are proud to offer support and if awarded volunteers and time comitment to help see the 2019 Ontario Parasport games become a great success!

For more information, please feel free to contact James Titmarsh - President - <u>j_titmarsh30@hotmail.com</u>. You can also connect with on facebook (search Durham Steelhawks) or twitter - @DurhamSteelhawk. And feel free to drop by Iroquois Park Arena some Sunday at 12:00 to witness the great game for yourself!

Durham Steelhawks

'Where EVERYONE hits the ice EQUAL!"



Wind Reach Farm

A centre for inclusion and personal achievement for people of all abilities. www.windreachfarm.org

December 2, 2016

To Parasport Ontario:

I am writing as Executive Director (Acting) of WindReach Farm to express our support for the bid by Sport Durham to host the 2019 ParaSport Ontario Winter Games.

Since 1989, WindReach Farm has been providing impactful and life changing programs and services for people of all ages and abilities. Our success is based on the value of a fully accessible and welcoming natural open air and farm environment combined with a full assortment of farm animals and horses, often referred to as our "therapists": We're located in Ashburn, a community within Durham Region.

We're proud of the leadership in inclusiveness and accessibility by ourselves and others across Durham Region. We're confident that our community will rally around Sport Durham and the ParaSport Ontario Winter Games to make them successful and memorable for everyone involved, but especially the athletes. We look forward to being a partner and welcoming new visitors to WindReach Farm.

We're also excited by the many legacy opportunities presented by hosting these Games here and the further growth of inclusiveness and accessibility. The lives of our clients and our neighbours will be better for the Games being held in Durham Region.

Best of luck with your deliberations. I hope you will agree that Durham Region, where we demonstrate our value for inclusiveness and accessibility every day, will be a great host for the ParaSport Ontario Winter Games in 2019,

Sincerely, Helly Jaylos

Kelly Taylor, Executive Director (Acting)

Tel: 905-655-5827

312 Townline Rd., Ashburn, ON, L0B 1A0 REGISTERED CHARITABLE BUSINESS NUMBER 13454 2497 RR0001 info@windreachfarm.org





November 23, 2016

Ms. Lori Talling Sport Tourism Coordinator Planning & Economic Development Department Regional Municipality of Durham 605 Rossland Rd. E., P.O. Box 623, Whitby, ON L1N 6A3

To Ms. Talling,

CNIB is one of Canada's oldest charities and for nearly 100 years, the organization has been Canada's primary source of support for people who are blind or partially sighted, providing crucial vision loss rehabilitation services to thousands of Canadians each day.

CNIB aspires to change what it is to be blind today. Thus, our goal is to ensure that every Canadian who is blind or partially sighted has access to the full range of programs and services they need to increase their independence and lead the lives they want in a barrier-free society.

The Ontario ParaSport Games, one of the province's five multi-sport Ontario Games events, is in line with our vision and mission as it provides athletes with quality competitive experiences and the opportunity to pursue their goals without barriers.

We are eager to collaborate with Sport Durham and express full support of their bid to host 2019 Ontario ParaSport Games and through this partnership, CNIB is committed to offering complete volunteer support.

We are looking forward to sharing this journey with Sport Durham, its participants and supporting organizations.

Sincerely,

Angela Bonfanti Executive Director, Greater Toronto Area CNIB





email: admin@oshawagenerals.com weksite: www.oshawagenerals.com

Mr. Ryan Albright, Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport

Re: 2019 Ontario ParaSport Letter of Support

Dear Mr. Albright,

On behalf of the Oshawa Generals Hockey Club, I am pleased to extend my support to Sport Durham's bid to host the 2019 ParaSport Games.

Sport tourism has significant benefits for a community and helps foster community pride and contribute to the growth in sports culture. As a Durham community partner, we would enthusiastically embrace the opportunity to warmly welcome the athletes to our community- a community that values providing all-inclusive activities for all.

Durham Region has an extensive history of hosting successful events and I am confident that Durham would provide a world class event during the 2019 Ontario ParaSport Games.

Should Durham be selected to host these games, the Oshawa Generals would be proud partners and supporters. I am very pleased to endorse Sport Durham in this exciting bid to host the 2019 Ontario ParaSport Games.

Yours in sport,

Roger Hunt Vice President & General Manager Oshawa Generals Hockey Club



99 Athol Street East Oshawa, Ontario L1H 1J8

> Bus: 905-433-0900 Fax: 905-433-0868



Memorial Cup Champions 1939-1940-1944-1990-2015

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> Barb Yezik Director at Large

Brad Phillips Director at Large

Glenn Butt Director at Large

Jennifer Knox Director at Large

Martin Vroegh Director at Large

Melanie Seymour Director at Large

Mike Weatherbee Director at Large

> Steve DeBoer Director at Large

Greg Lewis

Justin Barry Bowmanville BIA

Crono BIA

Victoria Sautner Newcastle Chamber

Curry Clifford Municipal Advisor December 7, 2016

ParaSport Ontario 3 Concorde Gate, Suite 104 Toronto, ON M3C 3N7

To Parasport Ontario:

The Clarington Board of Trade is supportive of Sport Durham's bid to host the 2019 ParaSport Ontario Winter Games.

Durham Region has proven that it has the facilities, capabilities, government and grassroots support needed to be a successful host of these Games through its past host experience with the PanAm/ParapanAm Games, Ontario Summer Games, and Special Olympics Summer Games.

We are excited to see that the Alpine Skiing event is slated to be held here in Clarington if Sport Durham's bid is successful. The Brimacome Ski Club has hosted many successful ski competitions and we're proud that they're one of our business members.

The expected \$500,000 boost to our local economy across Durham Region would be most welcome, as would the opportunities to volunteer and become a Games sponsor.

We also welcome the potential partnership with the Games organizing committee to evaluate and educate our willing business members on accessibility and best customer service practices.

We look forward to your selection of a host for the ParaSport Winter Games.

Sincerely,

Speilatal

Sheila Hall Executive Director, Clarington Board of Trade and Office of Economic Development

54 King St. East, Unit 102, Bowmanville, ON L1C 1N3 • (905) 623-3106 • info@cbot.ca • www.cbot.ca



ParaSport Ontario 3 Concorde Gate, Suite 104 Toronto, ON M3C 3N7



December 8, 2016

To ParaSport Ontario:

As the Chief Executive Officer of Grandview Children's Centre, I am delighted to write to share our support for the efforts of Sport Durham to be selected as host of the ParaSport Ontario Winter Games in 2019.

We understand these Games would bring more than \$500,000 in spending to Durham Region. Beyond that, it's difficult to place a dollar value on the impact hosting these Games here will have on Grandview Kids and others. We know they and their families will be inspired.

Grandview Children's Centre is an independently operated not-for-profit organization. We are the only Children's Treatment Centre in Durham Region providing specialized medical services, therapeutic programs, outpatient clinical treatment, and support to thousands of children and youth with special needs and their families. Last year the demand for services exceeded 8,000 Durham families

Grandview has a long history of offering ParaSport programs and therapeutic recreation programs that focus on physical literacy. We currently have 50 children and youth participating in a weekly ParaSport program. Participation in ParaSport provides children who are disabled with the opportunity to participate in a variety of adapted sports, with the goal of helping them select an appropriate sport that they will find motivating and inspire regular participation.

ParaSport participation helps to maintain and increase the range of motion or skills that they already have. Often, it is the first opportunity for Grandview Kids to try out a sport that is adaptable and geared to their abilities to encourage their participation and enthusiasm which we hope will be sustained throughout their life.

Having the ParaSport Ontario Winter Games in 2019 would provide inspiration and excitement for all of our Grandview Kids and their families. We look forward to partnering on the ParaSport Ontario Winter Games and the resulting legacy opportunities.

Grandwiew Children's Centre 600 Townline Road South Oshawa, Ontario L1H 766

Tel 905.728.1673 Toll Free 1.800.304.5180 Fax 905.728.2961 Website grandviewkids.ca

Registered Chariteble Organization

2011 Jans

Sincerely, Lorraine Sunstrum-Mann ECEDH, RN, BA, MBA Chief Executive Officer, Grandview Children's Centre

Inspiring possibilities for children and youth with special needs.





"Rescuing kids before they need to be rescued"

50 Simcoe Street N. Oshawa ON L1G 4S1 (905) 444-9992

Mr. Ryan Albright, Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay St, 18th Floor, Toronto, ON M7A 1S5

December 8, 2016.

Dear Mr. Albright,

I am writing on behalf of Their Opportunity to encourage you to bring the 2019 Ontario ParaSport Games to Durham Region. We're a national not-for-profit organization based out of Durham Region.

Their Opportunity exists to provide low-income families with the means to enroll their children in local sports programs. Our hope is that by alleviating the financial costs of enrollment fees, children can develop the confidence, social skills and healthy lifestyle attainable through sport.

Durham Region is seeing tremendous growth in all abilities sports opportunities. Partly this results from programming at The Abilities Centre. But other programs are having success too, such as Challenger Baseball in Whitby and All Abilities Soccer in Pickering.

We believe hosting the 2019 Ontario ParaSport Games in Durham Region will increase local community awareness and participant interest. We are keen to support more families who need assistance for their children to participate in ParaSports.

Their Opportunity plans to be a partner of the 2019 Ontario ParaSport Games if they are held in Durham Region. We are also pleased to learn of Sport Durham's plans for legacy funding, including partnering with organizations such as ours to determine how best to support ParaSport in the future.

Sincerely,

andy lit

Randy Gill President & CEO

<u>www.thelropportunity_COM</u><u>www.facebook.com/theiropportunity</u>@Their_Opp Charitable Registration # 843051459 RR0001 "Every child deserves an opportunity to play sports"





310 Byron Street South, Suite 4, Whitby, ON LIN 4P8 (Canada Revenue Agency – Charity # 82808-2727-RR0001)

Mr. Ryan Albright Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay St, 18th Floor, Toronto, ON M7A 1S5

December 5, 2016.

Mr. Albright,

Our mission at Wounded Warriors Canada is to honour and support Canada's ill and injured Canadian Armed Forces members, Veterans, First Responders and their families. Through our cycling events, we have witnessed first hand the power of sport in the recovery of our wounded warriors – and the everlasting impact of sport for both body and mind.

We are proud to call Durham Region home to our national office and are pleased to endorse Sport Durham's bid to host the 2019 Ontario ParaSport Games. What's more, we hope to explore partnership opportunities to help make the Games successful, leaving a lasting legacy for the althletes and the community overall.

Having hosted both the Pan Am/Parapan Games in 2015 and the Invictus Games in 2017, the Greater Toronto Area, and Durham Region specifically, is uniquely positioned with the experience to ensure the 2019 Ontario ParaSport Games are first class for our deserving athletes.

Sincerely,

Scott Maxwell Executive Director Wounded Warriors Canada Honour the Fallen, Help the Living

www.woundedwarriors.ca





École secondaire catholique Saint-Charles-Garnier

4101 rue Baldwin Sud Whitby (Ontario) L1R 2W6 Téléphone : (905) 655-5635 ou 1-800-464-1236 Télécopieur : (905) 655-8002 Site Web : http://esscg.csdccs.edu.on.ca



Whitby, December 9th 2016

Ms Talling,

We at École secondaire catholique Saint-Charles-Garnier are proud to support Sport Durham in the bid to host the 2019 Ontario ParaSport Games.

We have many students and families who regularly volunteer for a variety of events, including sporting events. Their presence is always an asset as they are able to offer services in both French and English. We would be happy to provide French speaking volunteers if the Games are to be held in Durham Region.

We wish you success in your bid and we look forward to working with Sport Durham.

Sincerely,

Juglaine Piché

Guylaine Piché Guidance Counselor





December 6, 2016

Mr. Ryan Albright, Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay St, 18th Floor Toronto, Ontario M7A 1S5

Re: Sport Durham's bid for the 2019 Ontario ParaSport Games

Dear Mr. Albright:

I am writing to express the full endorsement and support of the Whitby Chamber of Commerce for Sport Durham's bid to host the 2019 Ontario ParaSport Games.

The Town of Whitby has spectacular facilities to support such an event and experience hosting large and complex sporting events including the 2015 Parapan Am Games. They annually host the international Silver Stick Hockey Tournament, the Ontario Lacrosse Festival, have hosted the World Jr A Challenge and they are home to the Durham Steelhawks Sledge Hockey Association. As well, the community has a deep love of sport and a very rich history of celebrating athletes and the spirit of competition.

The Town of Whitby also has a strong commitment to accessibility and inclusion. This is evidenced by the signing of the Advancing Access to Affordable Recreation in Durham (AAARD) Charter and the creation of an Ethno-cultural and Diversity Advisory Committee.

The Town of Whitby also has The Abilities Centre, which opened its doors in June 2012, and is a state-of-the-art community facility that sets new standards in Ontario and Canada for accessibility and inclusive and innovative programs that enable people of all abilities and ages to lead healthy, active lives. It was one of the five venue clusters TO2015 used to host the 2015 Parapan Am Games and where the judo and boccia competitions were held. During these games the entire Whitby community embraced the sport and the athletes were welcomed with open arms.

128 Brock St. S., Whitby, Ont. L1N 4J8 tel. 905.668.4506 fax. 905.668.1894 info@whitbychamber.org www.whitbychamber.org



As a Chamber, we would be willing to enthusiastically promote 2019 Ontario ParaSport Games to our members and assist with promotion to the community at large. We would also share opportunities to volunteer and become involved with our members. This would provide us an excellent opportunity to educate our members further on both the benefits and requirements of servicing and supporting clients with special needs in their own businesses.

We are fully supportive of Sport Durham's bid for these games and we look forward to being a part of this event. This is a wonderful opportunity for the Town of Whitby and the business community to support and celebrate these gifted athletes.

Sincerely.

Miles Goacher President, Board of Directors Whitby Chamber of Commerce

2 of 2





3-144 Old Kingston Road Ajax, ON L1T 2Z9 P: 905-686-0883 F: 905-686-1057 www.apboardoftrade.com

Thank you to our 2016 Annual Title Sponsors:



















Mr. Ryan Albright, Games Program Advisor Sport, Recreation and Community Programs Division Ministry of Tourism, Culture and Sport 777 Bay St, 18th Floor, Toronto, ON M7A 1S5

December 6, 2016.

Dear Mr. Albright

The Ajax-Pickering Board of Trade is pleased to support Sport Durham's bid to host the 2019 Ontario ParaSport Games.

As the voice of business in Ajax and Pickering, we appreciate the opportunities these Games would offer our members. We understand that there is an anticipated \$500,000 economic boost for the local economy. There will also be opportunities for employee development and team building through volunteer positions.

Some of our members will host sport events if the Games are held in Durham Region, including The Abilities Centre, Pickering Soccer Club, and Annandale Golf and Curling Club. We understand that WindReach Farm and Grandview Children's Centre will also be partners and benefit from legacy opportunities.

Our Board of Trade is proud of the work of our Diversity Committee to raise awareness, advocate, and educate our business members on all aspects of diversity and inclusiveness. We look forward to partnering with Sport Durham, if they are successful with their bid, to further educate and grow the inclusiveness and accessibility of our business community and community at large.

I hope that you will agree with Sport Durham's tagline, "Durham Region is a great place to play and stay".

Sincerely,

Kathy methey

Kathy MacKay Executive Director Ajax-Pickering Board of Trade



221 Church St. South, AJAX, ON

12/12/2016

Janet Boychuk Annandale Curling Club P.O Box 627 Pickering, ON L1V 3T3

To: 2019 Ontario ParaSport Games Selection Committee

Dear Mr. Ryan Albright,

Please accept this letter as support for the bid by Sport Durham for the 2019 Ontario ParaSport Games. We are particularly pleased about the possibility of hosting the curling events.

Annandale Curling Club is a volunteer run organization that has more than fifty years of promoting, teaching/coaching and guiding members in the sport of curling. While the building and facility of Annandale is privately owned, the Annandale Curling Club has a long history of running the curling programs at this particular venue in collaboration with the ice technician and general manager of the facility.

Annandale Curling Club is a non-profit organization that provides the surrounding community with recreational and competitive curling and has hosted Provincial Championships, Regional Play Downs, and numerous bonspiels. We run 8 regular weekly leagues. We have over 400 members and over 20 trained coaches.

Many of our members offer their volunteer services to support the various events at the club and we are consistently recognized for our excellence in organizing, coordinating and running these events.

We feel confident that a successful bid for Sport Durham would be very well supported and a memorable event for all participants.

Janet Boychuk President – 2016/17 Annandale Curling Club



16 CONCLUSION

Thank you for providing us the opportunity to submit our bid for the 2019 Ontario ParaSport Games. Durham Region has made a commitment to becoming a premier destination for sport and our successful hosting of events such as the Toronto 2015 Pan Am and Parapan Am Games, the annual Ontario Lacrosse Festival, Ontario Cup Basketball Championships and past Ontario Games events are indicative of our capability and passion. Hosting an event such as this one positively enhances sport culture, enables us to create lasting legacies in the areas of inclusiveness, accessibility and ParaSport, and to elevate the profile of ParaSport in our community and beyond. This event will also provide us with the opportunity to come together as a community to share, learn, grow, and collaborate and to showcase all that we have to offer in Durham Region.

Thank you for reviewing our bid to host the 2019 Ontario ParaSport Games. For any clarifications or questions, please contact Lori Talling, Sport Tourism Coordinator at Sport Durham (Region of Durham) at (905) 668-4113 ext. 2608 or by email at lori.talling@durham.ca.



The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Commissioner of Works
Report:	#2018-COW-43
Date:	March 7, 2018

Subject:

Approval to Award a Negotiated Sole Source Contract Extension with Miller Waste Systems for the Curbside Collection of Non-Hazardous Waste, Recyclables and Organic Waste from Residences and Multi-Residential Buildings in the Townships of Brock, Scugog and Uxbridge and the Municipality of Clarington

Recommendations:

That the Committee of the Whole recommends to Regional Council:

- A) That a sole source negotiated two year extension to Regional Contract C001801 be awarded to Miller Waste Systems for the Curbside Collection of Non-Hazardous Waste, Recyclables and Organic Waste from residences and multiresidential buildings in the Townships of Brock, Scugog, Uxbridge and the Municipality of Clarington at an estimated annual cost of \$9,140,000*; and
- B) That the Commissioner of Finance be authorized to execute the necessary amendments to the existing contract.

Report:

1. Purpose

1.1 The purpose of this report is to obtain approval to award a negotiated sole source extension to an existing contract with Miller Waste Systems (Miller) for the curbside collection of non-hazardous waste, recyclables and organic waste from residences and multi-residential buildings in the Townships of Brock, Scugog and Uxbridge and the Municipality of Clarington for a two year period, in order to maintain continuous service during the transitioning of the Blue Box Program Plan (BBPP) as initiated by the Province. Dollar amounts followed by an asterisk (*) are before applicable taxes.

2. Background

- 2.1 The Regional Municipality of Durham's (Region) contract C001801 for the curbside collection of non-hazardous waste, recyclables and organic waste from residential and multi-residential buildings in the Townships of Brock, Scugog and Uxbridge and the Municipality of Clarington was tendered publically in 2008. Miller Waste Systems (Miller) was the lowest compliant bidder. The current contract expires on March 31, 2018.
- 2.2 The Ontario Minister of Environment and Climate Change issued a letter directing Stewardship Ontario and the Resource Productivity and Recovery Authority to prepare an amended Blue Box Program Plan (BBPP) by February 15, 2018. The amended BBPP will transition the program from its current shared cost model (with municipalities) to full producer responsibility pursuant to s.13 of the Waste Diversion Transition Act.
- 2.3 Given the uncertainty surrounding the transition plan contents and timing, and the significant amount of logistical planning and capital investment required for a bidder to complete a Request for Tender (RFT) for this type of work, staff commenced negotiations with Miller for a two year extension of the existing contract.
- 2.4 Miller responded with a final proposal which reflected a price increase for the curb-side collection of curbside garbage, green bin and recyclables, with all other pricing and terms remaining the same as the existing contract.
- 2.5 Miller has requested this price increase based on the age and maintenance requirements of vehicles used in the delivery of this service. Staff carefully considered the proposal from Miller, and based on a review of the competitive bids received on prior tenders, the submission by Miller for the contract extension was deemed competitive.

3. Financial Implications

- 3.1 Section 8.1.4 of the Region's Purchasing By-Law 68-2000 (Amended), permits the acquisition of goods and services through a negotiation process where the extension of an existing contract would prove more cost effective or beneficial. The by-law also requires approval of the Committee of the Whole and Regional Council for the award of sole source contracts that exceed \$125,000 in value.
- 3.2 The requirements for curbside collection of non-hazardous waste, recyclables and organic waste from residences and multi-residential buildings in the Townships of Brock, Scugog and Uxbridge and the Municipality of Clarington were bid publically in 2008 with Miller being the lowest compliant bidder.

- 3.3 The estimated annual cost of the proposed extension is \$9,140,000*. The pricing proposed by Miller for this extension is competitive related to the next lowest bid from the 2008 tender process.
- 3.4 The 2018 Waste Management operating budget provided \$7,682,000 for these services. Financing for these services will be provided from the operating budgets for Waste Management and, as necessary, any other funding at the discretion of the Commissioner of Finance with the monitoring of costs to be provided to Regional Council through the Regional Budget Status reporting.

4. Conclusion

- 4.1 It is recommended that Regional Council authorize the award of a sole source negotiated two year contract extension for the Curbside Collection of Non-Hazardous Waste, Recyclables and Organic Wastes from Residences and Multi-Residential Buildings in the Townships of Brock, Scugog, Uxbridge and the Municipality of Clarington to Miller Waste Systems for an estimated annual cost of \$9,140,000*.
- 4.2 This report has been reviewed by the Finance Department and the Commissioner of Finance concurs with the financial recommendations.

Respectfully submitted,

Original signed by

Mirka Januszkiewicz for

S. Siopis, P.Eng. Commissioner of Works

Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Information Report

From: Report:	Commissioner of Works #2018-INFO-28	
Date:	February 23, 2018	

Subject:

Proposed Draft Backflow Prevention Program and By-Law

Recommendation:

Receive for information.

Report:

1. Purpose

1.1 This report provides an overview of the framework for a proposed Backflow Prevention Program (BPP) and Backflow Prevention By-law for the Regional Municipality of Durham's (Durham) drinking water systems.

2. Background

- 2.1 Following the Walkerton Inquiry, Justice O'Connor recommended a multi-barrier approach in terms of establishing a total water quality management system to provide safe drinking water. In Part Two of the Walkerton Inquiry, he noted, "In addition, as part of their comprehensive distribution program, water providers should have active programs, working together with building inspectors and public health agencies, to detect and deter cross contamination."
- 2.2 Backflow prevention ensures that the drinking water system is protected against the entry of any contaminants, pollutants, infectious agents or other materials or substances. This is achieved by the installation of a backflow prevention device at the water service where this potential exists.

- 2.3 The Ontario Building Code (OBC) requires the installation of backflow prevention devices in order to protect the drinking water system from potential contamination. The OBC requires that a backflow prevention device be selected and installed in accordance with Canadian Standards Association (CSA) B64 series standards.
- 2.4 The OBC does not set out requirements for the continued maintenance and testing of backflow prevention devices. Backflow prevention devices should be maintained and tested on an annual basis in accordance with CSA B64 series standards to ensure they are in working order.
- 2.5 A backflow prevention by-law will require the installation and annual maintenance and testing of backflow prevention devices in order to protect the drinking water system from potential contamination.

3. Current Backflow Prevention Program

- 3.1 The current backflow prevention program is voluntary since there are no Regional requirements to have backflow prevention devices installed, tested and maintained on an annual basis.
- 3.2 The Region received and recorded 941 test reports in 2017 through the voluntary backflow prevention program. Testers are proactively submitting test reports which include both premise isolation and internal backflow prevention devices.
- 3.3 Staff has estimated that approximately 6,400 water connections will require backflow prevention. It is anticipated that the number of impacted facilities will be less due to multiple services on one property.

4. Proposed Backflow Prevention Program

- 4.1 The proposed BPP and by-law were developed in consultation with local stakeholders and other municipalities with existing BPPs. Below is a brief overview of the requirements of the proposed BPP for the Region:
 - a. The program and by-law will require all connections where backflow may occur to have a backflow prevention devices installed and tested annually.

- b. The program and by-law will requires backflow prevention in the form of premise isolation and only applies to industrial, commercial and institutional facilities, multi-residential buildings, and fire protection service lines. Premise isolation is achieved through the installation of a backflow prevention device immediately after the water meter. This type of isolation protects the Region's drinking water system from potential backflow contamination. Internal backflow prevention devices will remain the responsibility of the local area municipality's building department.
- c. All applicable facilities must have a cross connection survey completed by a qualified person. The cross connection survey details the hazard level of the facility (minor, moderate, or high/severe) as defined in the CSA B64 series standards and what type of backflow prevention is required. The Region will distribute surveys to all applicable facilities. The surveys must be completed at the property owner's expense and submitted to both the Region and the local area municipality within 90 days of notification.
- d. The Region will distribute the notification for backflow prevention requirements based on the survey information submitted. Backflow prevention devices are to be installed and tested at the property owner's expense. Initial test reports must be submitted to both the Region and the local area municipality with 120 days of notification.
- e. Backflow prevention devices must be tested annually thereafter on the anniversary date of initial installation or testing. Test reports must be submitted to Durham and the local area municipality within 28 days of the test anniversary.
- f. Authorized backflow testers must register annually with the Region and provide certification in backflow prevention training as well as testing equipment calibration records. Certification is required through the Ontario Water Works Association or American Society of Safety Engineers.
- 4.2 Implementation of the BPP will require a significant amount of correspondence and data management. Staff has researched this issue and is reviewing several software options to manage the implementation and administration of the BPP.

5. Consultation

- 5.1 Preliminary consultation on the proposed BPP and by-law has been conducted within the Region's Works and Legal Departments as well as the area municipality Chief Building Officials.
- 5.2 Final consultation on the proposed BPP and by-law will be conducted with the following stakeholders prior to presentation to Committee of the Whole and Regional Council:
 - a. Local area municipal Chief Building Officials;
 - b. Regional Departments
 - c. United Association of Plumbers, Locals 46 and 401; and
 - d. Public Information Sessions.
- 5.3 Following the consultation process, a proposed backflow prevention program and by-law will be presented to the Committee of the Whole and Regional Council in June 2018.

6. Conclusion

6.1 The installation of backflow prevention devices reduces the potential of contamination and pollution entering the Regional Municipality of Durham's drinking water systems. The Regional Municipality of Durham has a responsibility to protect drinking water systems. The implementation of a formal Backflow Prevention Program will strengthen the Regional Municipality of Durham's multibarrier approach to drinking water management.

Respectfully submitted,

Original signed by

Susan Siopis, P.Eng. Commissioner of Works If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Information Report

From:	Commissioner of Works	
Report:	#2018-INFO-29	
Date:	February 23, 2018	

Subject:

Update Report on Water Quality in Private Wells in the Range Road/Ontoro Boulevard Area, in the Town of Ajax

Recommendations:

Receive for information.

Report:

1. Purpose

1.1 The purpose of this report is to provide an update on community concerns regarding water quality in private wells in the Range Road/Ontoro Boulevard area, in the Town of Ajax (Ajax).

2. Background

- 2.1 The community in the Range Road/Ontoro Boulevard area is located in the south eastern portion of Ajax along the waterfront (Attachment #1). There are approximately 35 rural residential dwellings in the subject area. All properties are located outside of the designated Urban Area Boundary in the Regional Official Plan and are subject to the policies of the Provincial Greenbelt Plan. Each dwelling is serviced with a private well and sewage disposal system.
- 2.2 On February 24, 2017, Regional staff presented Information Report #2017-INFO-25 (Attachment #2) regarding water quality issues in the private wells in this area following a resident's correspondence dated January 18, 2017.

3. Well Sampling Program

- 3.1 In early 2017, staff from the Ministry of the Environment and Climate Change (MOECC) planned to conduct a water well survey and water quality sampling program for the area. Regional staff organized an information meeting on April 11, 2017 with residents including representatives from the MOECC and Ajax. The information meeting allowed the residents to ask questions related to the water sampling program and water quality concerns of their private wells.
- 3.2 On July 5, 2017, MOECC staff collected water samples from 22 properties on Range Road and Ontoro Boulevard. The objective was to obtain samples of raw, untreated water not intended for human consumption. Water samples from 18 properties were not collected as an accessible untreated source of well water was not available. MOECC sent individual water sampling results to each property owner on January 18, 2018. The MOECC findings from the sampling program are summarized in a memorandum, dated January 12, 2018. (Attachment # 3).
- 3.3 The MOECC sampling program found that 20 out of 22 properties had water quality exceedances of the Ontario Drinking Water Standards, Objectives, and Guidelines (ODWSOG). For the 2 properties with no exceedances reported, the MOECC noted in its letter to the resident that the sample is representative of treated water. Bacteriological exceedances were found in 12 out of 22 properties. Aesthetic and operational objectives, such as hardness, total dissolved solids (TDS), iron, manganese, chloride and sodium, were exceeded in 20 out of 22 properties.
- 3.4 Aesthetic objectives and operational guidelines have a separate and distinct purpose from health-based standards or maximum acceptable concentrations (MAC). Aesthetic objectives are established for parameters that may impair the taste, odour or colour of water. An example is iron, which may impart a brownish colour to water and a bitter, astringent taste in water and beverages. Operational guidelines are established in order to control parameters that may interfere with efficient and effective treatment, disinfection and distribution of the water. An example is water hardness. Hard water can form scale deposits when heated and soft water can promote corrosion in water pipes.
- 3.5 Only 2 out of 22 samples exceeded a health-based standard for barium. The MOECC report indicates that the source of barium is likely natural mineral deposits in the shale bedrock.

- 3.6 The maximum acceptable concentration (MAC) for barium is set at a level that is protective against adverse effects on the cardiovascular system^{1,2}. A drinking water concentration that exceeds an MAC does not mean that an adverse health effect will automatically result from individuals consuming water. Actual exposure levels, frequency and duration of exposure, as well as the basis for the MAC must be considered.
- 3.7 As a precaution, on July 7, 2017, the Durham Region Health Department sent emails or contacted by phone residents who had a bacteriological exceedance from the MOECC sampling program. On September 18, 2017, a letter was sent regarding health-based chemical exceedances. Residents were advised not to consume raw, untreated water and to consult a water treatment professional to reduce the concentration of contaminants to below the ODWSOG. Owners of private wells are responsible for the costs associated with water treatment.
- 3.8 In the MOECC letter to residents on January 18, 2018, it notes that "factors that make wells susceptible to microbiological contamination include well construction, maintenance, or siting near sources of contamination" and "all of the parameters found in excess of the ODWSOG are naturally occurring.." . Regarding the sources of the parameters exceeding aesthetic or operational objectives, the MOECC states "the sources of these substances in the water are natural mineral deposits in the shale bedrock".
- 3.9 A review of previous sampling and hydrogeological work conducted within the area was also assembled from information provided by the residents. According to the Jagger Hims Limited report (2008), the challenges faced by the residents include:
 - groundwater yields from the geological units are typically low and in some cases are insufficient for domestic use;
 - the groundwater water in this area does not comply with the ODWQS for several parameters and there are health concerns with the water³; and
 - there is no known opportunity to deepen or relocate the wells to provide a suitable supply of raw groundwater.

¹ The maximum acceptable concentration for barium in drinking water is based on a study that found no significant difference in blood pressure or prevalence of cardiovascular disease between a population that consumed drinking water containing barium at a concentration of 7.3 mg/L and a population that consumed drinking water with a barium concentration of 0.1 mg/L. Using an uncertainty factor to account for human variation, a maximum acceptable concentration of 1.0 mg/L was derived.

² Brenniman, G.R. and Levy, P.S. Epidemiological study in Illinois drinking water supplies. In: Advances in modern environmental toxicology. Vol. IX. Princeton Publishing Co., Princeton, NJ. p. 231 (1985).

³ It should be noted that the water sample results for which this statement is based on were collected prior to any treatment. Further, the ODWSOG do not apply to private wells, but may be used by private well owners to assess the acceptability of their water. Owners of private wells are responsible for ensuring the quality of their water supply and for the costs associated with water treatment.

3.10 Based on comments made by a water treatment specialist attending the information meeting in April, 2017, treatment of the existing groundwater has been tried and is challenging due to existing naturally occurring water quality and quantity conditions in the Range Road and Ontoro Boulevard area.

4. Municipal Servicing

- 4.1 The subject area is outside of the Ajax Urban Area, and within the Protected Countryside of the provincial Greenbelt Plan, 2017. Policy 4.2.2.2 of the Greenbelt Plan states that for sewage and water infrastructure in the Protected Countryside, the extension of municipal services outside of a settlement area boundary (designated Urban Area) shall only be permitted in the case of health issues or to service existing uses, or the expansion of existing uses, adjacent to the settlement area.
- 4.2 The Health Department reviewed historical well water quality information and reports, as well as the July 2017 MOECC water sample results. As the contaminants present in the groundwater may be removed by various treatment technologies, there is not sufficient evidence to support the existence of health issues. Residents have been advised to consult with a water treatment professional on available treatment options.
- 4.3 The ODWSOG are enforced by the MOECC under the *Safe Drinking Water Act,* 2002 for regulated drinking water systems. An example of a regulated drinking water system is a municipal water system. The ODWSOG do not apply to private wells, but may be used by private well owners to assess the acceptability of their water.
- 4.4 In order to provide municipal water supply to the residents on Range Road and Ontoro Boulevard, a watermain would be required to be constructed from the adjacent residential subdivision within the Urban Area west of Audley Road. The preliminary conceptual cost estimate for a watermain extension is in the order of \$1.6 to \$2.0 million subject to engineering for site specific conditions.

5. Conclusion

5.1 Residents living on Range Road and Ontoro Boulevard continue to express concerns related to private well water quality and quantity. The properties are located outside of the Ajax Urban Area, within the Provincial Greenbelt Plan Area. Without the identification of health issues, as per Policy 4.2.2.2 of the Greenbelt Plan, municipal water supply cannot be extended to this area.

- 5.2 The existing site specific conditions continue to be a challenge in order to provide groundwater supply for the residents living in the Range Road and Ontoro Boulevard area. There may be certain contaminants exceeding the ODWSOG, however these may be removed or treated using available water treatment technology.
- 5.3 This report has been prepared in consultation with the Health and Planning & Economic Development Departments.

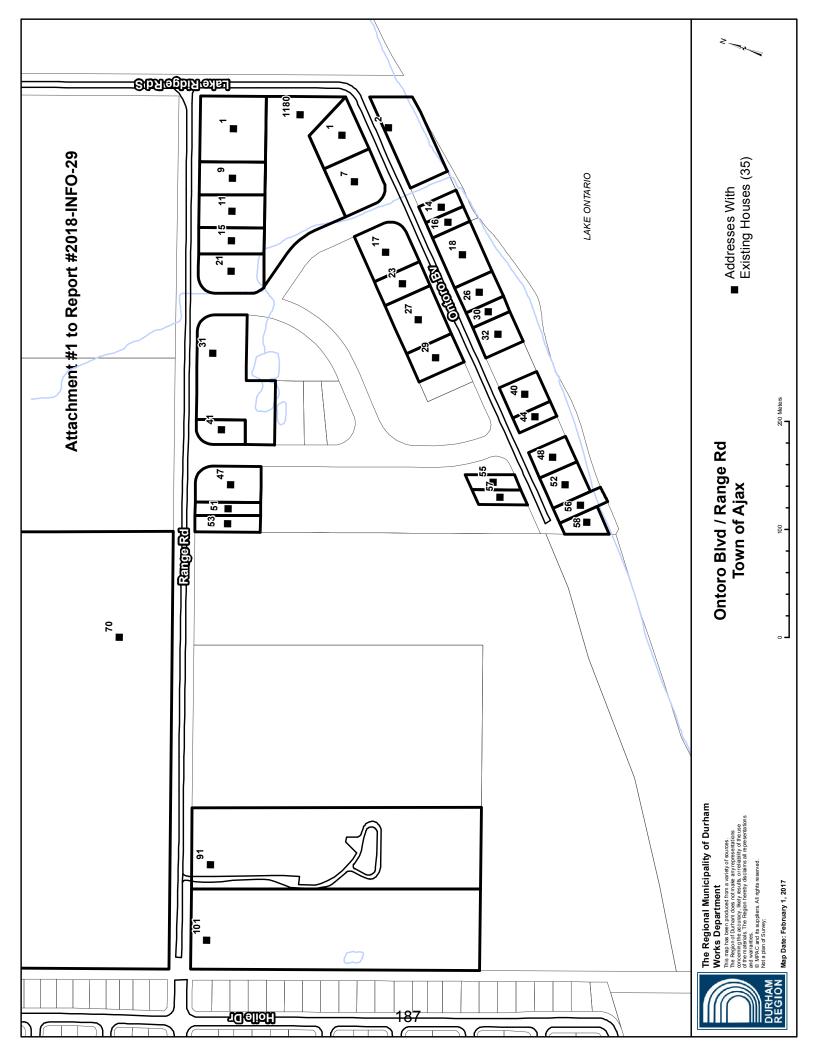
6. Attachments

Attachment #1:	Site map of properties on Range Road and Ontoro Boulevard
Attachment #2:	Information Report #2017-INFO-25
Attachment #3:	MOECC Memorandum, January 12, 2018- Water Sampling in the Ontoro Boulevard and Range Road Community in Ajax

Respectfully submitted,

Original signed by John Presta for

Susan Siopis, P.Eng. Commissioner of Works



If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Information Report

From:	Commissioner of Works	
Report:	#2017-INFO-25	
Date:	February 24, 2017	

Subject:

Report on Correspondence dated January 18, 2017, from Ms. Anna Marple regarding Water Quality in Private Wells in the Range Road/Ontoro Boulevard Area, in the Town of Ajax

Recommendations:

Receive for information.

Report:

1. Purpose

1.1 The purpose of this report is to provide an update on community concerns regarding water quality in private wells in the Range Road/Ontoro Boulevard area, in the Town of Ajax (Ajax).

2. Background

- 2.1 The community in the Range Road/Ontoro Boulevard area is located in the south eastern portion of the Town of Ajax along the waterfront (Attachment #1). There are approximately 35 rural residential dwellings in the subject area. All properties are located outside of the designated Urban Area Boundary in the Regional Official Plan and within the Provincial Greenbelt Plan Area. Each dwelling is serviced with a private well and sewage disposal system.
- 2.2 Water quality concerns related to the residents' private wells have been previously raised in 2005. Well water sampling results have shown that there are parameters which exceeded Operational Guidelines and Aesthetic Ontario Drinking Water Standards (ODWS) which can affect the taste and/or colour of the water. These impacts are naturally occurring and have been found to be typical to bedrock (shale) aquifers. Elevated total coliform counts were also found in the dug or bored wells, which can be susceptible to surface activities and likely resulted from an improperly sealed well. Following a well survey completed by staff from the Works and Health Departments in 2006 and 2007, it was found that some wells may not

be constructed in accordance with Ontario Water Resources Act Regulation 903 (The Wells Regulation) and "Water Supply Wells – Requirements and Best Management Practices" published by the Ministry of the Environment and Climate Change (MOECC).

2.3 On February 23, 2011, Regional staff presented Works Committee Report #2011-W-17 regarding water quality issues in the private wells in this area following a petition for water supply and sanitary sewers (Attachment #2). The report was prepared in collaboration with the Works, Health, and Planning Departments.

3. Residents' Correspondence January 18, 2017

- 3.1 The most recent correspondence from the residents includes an internal memorandum dated November 14, 2016, from the MOECC Central Region Office to the York-Durham District Office (Attachment #3). The recommendations from the MOECC staff memo include conducting a water well survey and water quality sampling program, and that residents within the study area should provide any local water quality sampling results to the MOECC.
- 3.2 Regional staff contacted the MOECC directly and have been informed that MOECC is planning to start a communications plan related to the well survey and sampling program for the residents on Range Road and Ontoro Boulevard. The Region has offered to share any historical information related to private wells in the area.
- 3.3 While there were exceedances of some aesthetic or operational objectives, the quality of the water may be improved by various treatment technologies to meet the criteria set out in the Ontario Drinking Water Quality Standards (ODWQS). A water treatment professional should be consulted on available treatment options. Owners of private wells are responsible for the costs associated with water treatment.

4. Municipal Servicing

- 4.1 As noted in previous correspondence and reports, municipal servicing for the properties in this area is not planned due to Provincial and Regional restrictions on the extension of municipal services outside of designated Urban Areas. As previously noted, the subject area in the neighbourhood of Range Road/Ontoro Boulevard is situated outside of the Ajax Urban Area. Further, the subject area is within the Provincial Greenbelt Plan Area. Both the Provincial Greenbelt Plan and the Regional Official Plan restrict the extension of municipal services outside of an Urban Area Boundary, unless it is determined by the Medical Officer of Health that such extension of services is necessary to address a serious health concern.
- 4.2 The Health Department's review of the historical well water quality information does not support the existence of a serious health concern. While there were exceedances of some aesthetic or operational objectives, the quality of the water may be improved by various treatment technologies to meet the criteria set out in

the ODWQS. A water treatment professional should be consulted on available treatment options.

- 4.3 The ODWQS are enforced by the MOECC under the *Safe Drinking Water Act,* 2002 for regulated drinking water systems. An example of a regulated drinking water system is a municipal water system. ODWQS may be used by the owner of a private well for assessing the acceptability of their well water.
- 4.4 In order to provide municipal water supply to the residents on Range Road and Ontoro Boulevard, a watermain would be required to be constructed from the adjacent residential subdivision within the Urban Area west of Audley Road. The preliminary conceptual cost estimate for a watermain extension is in the order of \$1.6 to \$2.0 million subject to engineering for site specific conditions.

5. Conclusion

- 5.1 Residents living on Range Road and Ontoro Boulevard continue to express concerns related to private well water quality. The residents in this area are located outside of the Ajax Urban Area, within the Provincial Greenbelt Plan Area. Municipal water supply cannot be extended to this area due to restrictions in both the Greenbelt Plan and the Regional Official Plan.
- 5.2 The Ministry of the Environment and Climate Change Central Region office will be conducting a water well survey and water quality sampling program. Regional staff will provide any relevant historical information related to private wells in the area and monitor any results from the Ministry of the Environment and Climate Change program.
- 5.3 This report has been reviewed by the Health and Planning Departments. The Medical Officer of Health and the Commissioner of Planning and Economic Development concur with the information within this report.

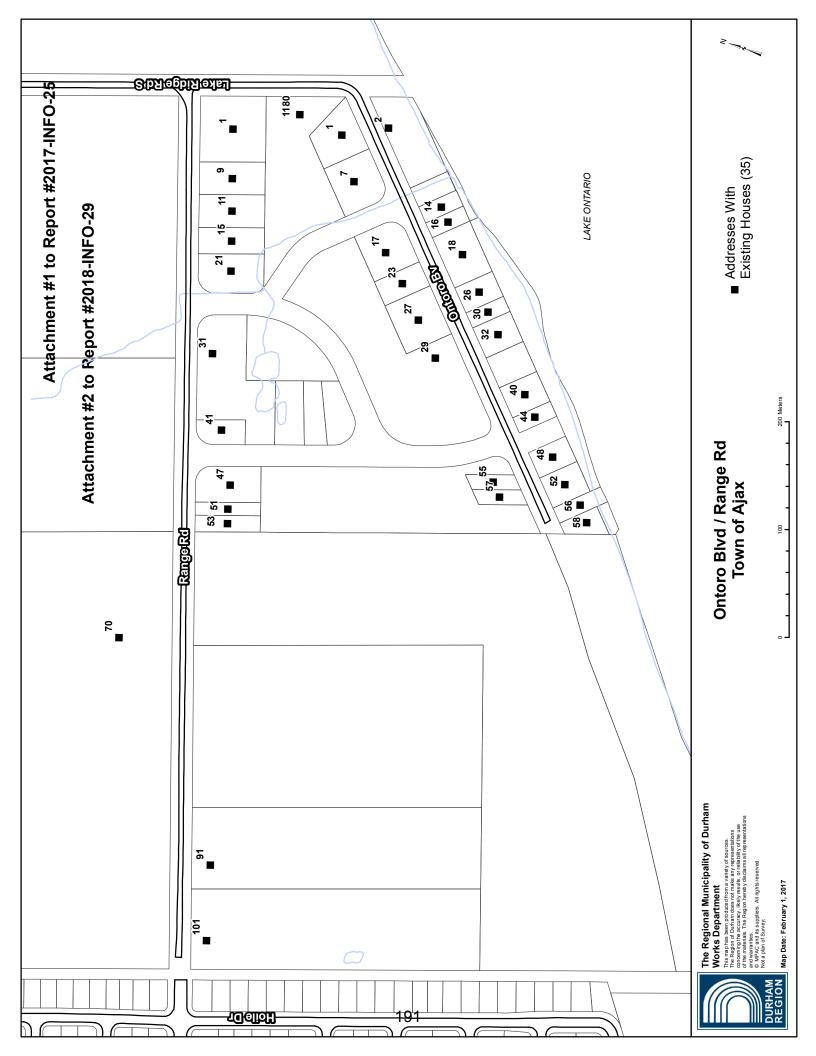
6. Attachments

Attachment #1:	Site map of properties on Range Road and Ontoro Boulevard
Attachment #2:	Works Committee Report #2011-W-17
Attachment #3:	Correspondence, dated January 18, 2017, regarding Well Water Quality

Respectfully submitted,

Original signed by:

Susan Siopis, P.Eng. Commissioner of Works





The Regional Municipality of DurhamTo:The Works CommitteeFrom:Commissioner of WorksReport:2011-W-17Date:February 23, 2011

SUBJECT:

Report on Correspondence dated December 9, 2010 from Ms. T. M. Mason to Mayor Parish regarding Water Quality Issues in Private Wells in the Range Road/Ontoro Boulevard Area, in the Town of Ajax

RECOMMENDATIONS:

THAT the Works Committee:

- a) Receives this report for information; and
- b) A copy of this report be forwarded to the Town of Ajax, Ms. T. M. Mason, and Ms. Susan Self, CTC Source Protection Region.

REPORT:

Attachment No. 1:	Correspondence 2011-WC-1, dated December 9, 2010, regarding water quality concerns in the Range Road/Ontoro Boulevard area, in the Town of Ajax.
Attachment No. 2:	Petition for Town Water and Sewer Connection signed by residents in the Range Road/Ontoro Boulevard area, in the Town of Ajax, dated January 8, 2011.
Attachment No. 3:	Letter dated July 20, 2006, from Clifford Curtis, Commissioner of Works, to residents of Range Road and Ontoro Boulevard area, in the Town of Ajax, in response to a similar petition from July 2005.

1. <u>PURPOSE</u>

The purpose of this report is to address community concerns regarding water quality in private wells in the Range Road/Ontoro Boulevard area, in the Town of Ajax (Ajax).

2. BACKGROUND

At its meeting of January 12, 2011, Works Committee received correspondence addressed to Ajax Mayor Parish from Ms. T. M. Mason regarding water quality in the private wells in the Range Road/Ontoro Boulevard area of Ajax (Attachment No. 1). The correspondence included background correspondence between Ms. Mason, Ajax staff, and the CTC Source Protection Region. Subsequent to this meeting, the Regional Municipality of Durham (Region) received a petition signed by residents of Range Road and Ontoro Boulevard claiming that their private wells are contaminated and requesting that municipal water and sewer service be extended to the area (Attachment No. 2).

This matter was previously raised as an issue in the summer of 2005. After a thorough investigation was completed by staff in the Health and Works Departments on the water quality in the wells, the Region sent a letter to the residents in the area advising them of the results of the investigation (Attachment No. 3).

3. DISCUSSION

Range Road and Ontoro Boulevard is a rural residential development in the southeast area of Ajax, located on the shore of Lake Ontario. The properties are located outside of the current urban area and, therefore, are serviced with private water and sewage systems. The age of homes in the area range from new to 40 years old. The area typically has a thin layer of overburden on top of the bedrock, which is quite shallow in the area. This is not a situation that would normally be conducive to locating a groundwater well, either from the perspective of good yield or of good groundwater quality.

Water in wells drilled into the bedrock are expected to be highly mineralized and hard. Wells constructed in the overburden will be susceptible to activities at the surface, especially if the well is of shallow dug/bored construction, is not constructed as per current regulations (for example, with well casings raised above the surface), or if the well is not properly maintained.

Range Road and Ontoro Boulevard are located outside of the Ajax Urban Boundary in the Region of Durham Official Plan (ROP). The ROP generally prohibits the extension of municipal services to areas outside of the Urban Area unless there is an identified health issue that exists that cannot be mitigated. Range Road and Ontoro Boulevard are also located within the area identified as "Protected Countryside" under the Province's Greenbelt Plan. The Greenbelt Plan also indicates that the extension of services outside of a settlement area shall only be permitted in the case of a health issue. The Region's Health Department investigated the private wells in the Range Road and Ontoro Boulevard area following the petition for municipal water service in 2005. The results did not indicate that the water supply was a health risk. The tests

Report No.: 2011-W-17

Page No.: 3

Attachment #2 to Report #2018-INFO-29

confirmed historic records for the area, indicating that the water had elevated levels in some quality parameters that are considered aesthetic issues, but not health related issues. Staff recommended that on-site treatment could be used in most cases to provide added security in the system and alleviate some of the aesthetic quality issues. There was no evidence of any significant bacteriological contamination (E. coli). The survey conducted in 2006 revealed many of the wells were shallow or dug/bored wells and were subject to infiltration of surface water. In addition, the number of private well owners' water sample results submitted to the provincial public health laboratory over the last two years revealed that very few samples had been submitted from Ontoro Boulevard and Range Road. The results indicate generally low levels of bacterial contamination (total coliform) that is likely due to private wells that are structurally deficient and are prone to surface water contaminants.

At that time, the residents were advised that municipal water could not be extended to the area because there was no evidence of an identified health issue. There has been nothing submitted to date to indicate that a bacteriological health issue now exists in the groundwater that supplies the private wells for the Range Road and Ontoro Boulevard properties. Therefore, staff believe that the issues in the area continue to be associated with the individual private wells for the properties and the aesthetic properties of the water.

4. <u>CONCLUSION</u>

Range Road and Ontoro Boulevard are located outside of the Ajax Urban Area, within the Protected Countryside designation under the Provincial Greenbelt Plan. The area is serviced with private water and sewage systems and the groundwater has been identified to have aesthetic water quality issues. There has not been an identified health issue noted with the groundwater in the area. Municipal water and sewer services cannot be extended to this area due to restrictions in the Region of Durham Official Plan and the Province of Ontario Greenbelt Plan.

This report has been reviewed by the Health and Planning Departments. The Medical Officer of Health and the Commissioner of Planning concur with the recommendations of this report.

Clifford/Curtis, P.Eng. MBA, Commissioner of Works

EPS1/em/ms

Attachment #2-to.Report #2017-INFO-25 09-DEC-2010 15:51 FROM: 200 10 14 **DURH**出伊招密ION Attachment No. 1 Attachment #2 to Report #2018-INFO-29 2011-W-17 RECEIVED 12-9-10 DEC 1 5 2010 2011-WC-1 MENOTO: MAYOR STEVE PARISH, HEAX WORKS DEPT. RE: DETTER FROM BARBARA HODGINS DATED NOV 8 TH/10 TO MS SUSAN SELF CHAIR, CTC SOURCE ROTECTION RELION THIS LETTER WAS APPROVED BY PAUL PLOKE, PLANNING DIRECTOR I FIND THE TONE OF THIS LETTER DISTURBING: IT IMPLIES CERTEN - INFO TO BE SECRETAND DIRECTS DS SELF TO REFRAND DREET COMMUNICATION WITH TOWN RESIDENTS. MS SELF'S LETTER WAS VERY HONEET AUD TRANSPARENT ALSO ENTREMELY HEAPFUL. SHE SHOULD BE ERAISED FOR HER INTEGRITY NOT STIFLED. IT IS THE ULTIMPSE TASK OF ALL GOVERDMENT LEVERS TO ROTECT ITS CITIZENS AND ASSIST THEM IN PROPRED MATTERS. NOT TO WITHHOLD, AND SUPPRESS AND HIDE PERTINENT FACTS OMITTED IN IMPORTANT DEFINABLE DECISION MAKING. MS SELF'S LETTER APPLIES TRANSPARENCY, THEFORE , OPENS UP NERESSARY ISSUES WHICH WERE NOT ADDRESSED BEFORE. THE ADJACENT TRIBUTE SUBDIVISION WAS APPROVED AND GUEN - OBRENLIGHT BY ATTAX RECTON AND MOR. DID THE 3 LEVELS OF GOVERWMENT PURPOSELY WITHHOLD PERTINENT CTC DRINKING WATER SouRce PROTECTION ON RANGE ROAD AND ONTORO FROM ITS RESIDENTS, NOT ORDERED A STUDY, (CTC) AVAILABLE, CUT OFF RANGE RD AND ONTORD FROM TOWN WATER HOOKUP. BLOCKED OFF ROAD AT ASNEWRY BLUD AND PURSELY GIVEN THE BALONCE OF SURROUNDING SUITABLE REELDENTIAL LEND FOR GREENBELT DESIGNATION. -THE WATER IN THIS AREA IS CONTAMINATED. THE SPECIAL URBAN LOCATION IS AN EXPENSIVE LOCAL RESIDENTIAL LIVING POCKET. THE FAMILIES NEED CLEAN WATER, MUNICIPALAND DEGIONAL MEMBERS SHOULD TAKE TIME TO DRIVE AROUND THE AREA AND SEE WHAT IS GOING ON.

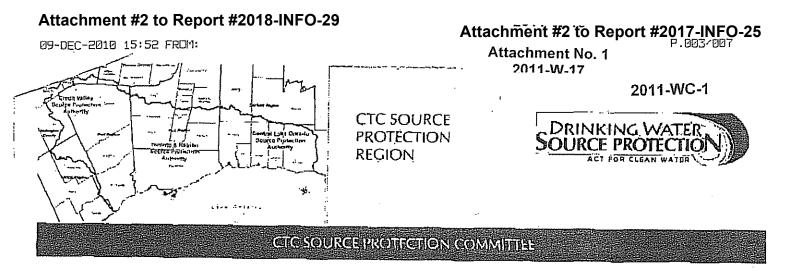
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Attachment #2 to Report #2017-INFO-25

Attachment No. 1 2011-W-17

2011-WC-1

THIS IS NOT THE END OF THE ISSUE. A PETITION IS FORTHEOMINIC. SOME OF THE RESIDENTS I HOVE SPOKED WITH 3 AID NOBODY PERED THEM FOR ANY FRIELF, IT TUST SEEMS NO ONE CARLE TO DO THE RIGHT THINK BY THE ONTORD AND RANDS RESIDENTS. INDIFFERANCE IS NOT AN OPTION. THE AREA ORINKING WATER MUST BE ADDRESSED NOW RATHER THEN LATER. I HAVE TOTH COMMITMENT TO THIS ISSUE. I TRULLY HOPE MS SELF WILL CONTINUE TO COMMUNICATE WITH ME AS SHE STATED IN HER LETTER AS I WILL DO THE SAME ALOU I STONALY SUGGEST ATAX AND DURHOM REGION RESOLUTE THIS SERIOUS PROBLEM, BE UPFRONT WITH RONGE AND DNTORD FAMILIES. -THERE IS A SOLUTION WATHOUT ANY COST TO AJAX OR THE REGION, I HOVE IT BUT I SHELL WAIT TO HEAR YOUR PROCESS SUBSTANCE RESPECTEURY J.M. MASON RANGE ROAD HEAR LIZ-1X2 CC: P. ALLORE DIRECTOR RENNING J. PRESTA _ CTC SPC MEMBER DIEKSON MPP 197



October 26, 2010

T. Mason 51 Range Road Ajax, ON L1Z 1X2

Dear Mr. Mason:

Re: Source Water Protection

Thank you for your letter received by fax on October 15, 2010 supporting protection of drinking water. In your letter, you raise a number of water issues some of which appear to be outside of our mandate under the *Clean Water Act*, 2006. Our Committee is responsible for determining what the risks to municipal drinking water supplies are and then to develop plans to protect these supplies.

Private wells used for drinking water purposes are outside the scope of work that the province has directed us to undertake at this time. I would direct you to Ontario Regulation 903, which is the Regulation governing water wells. The legislation and a BMP manual can be found at http://www.ene.gov.on.ca/en/publications/water/index.php#8f.

There is provision under the Clean Water Act, 2006 and regulation for the municipality or the Minister to designate a cluster of private wells as a drinking water system for the Source Protection Committee to assess and to develop policies to protect. To date neither the Region of Durham, Town of Ajax nor Minister of the Environment has designated the wells in your community for us to assess.

You indicate that the water quality in your well and your neighbours' wells as being contaminated and imply that the source of this contamination may be past land use practices. Staff of the Central Lake Ontario Conservation Authority (within whose area your property is located) has advised me that groundwater quality in your area is generally very poor largely due to the proximity of the overburden to the surface as well as the poor bedrock water quality.

Attachment No. 1 2011-W-17 2011-WC-1

Records show that many of the private wells in the area are shallow dug wells finished in either the thin overburden aquifer or the weathered surface of the bedrock. Historically the water in bedrock wells in this localized area has been reported as hard with elevated levels of sodium, chloride and sulphate. This is due to the environment in which the rock was formed as well as dissolution over time. Likewise, the overburden in the area is thin and discontinuous resulting in low yields. The proximity to the surface with only a thin protective cover also makes wells in this location vulnerable to activities on the surface. Wells in the overburden could be more easily impacted by land use practices.

A decision about extending the municipal drinking water supply to your home and your neighbours' homes is the responsibility of your local and regional government. I have copied this reply to the Town of Ajax planning staff, the Region of Durham municipal representative and liaison representative from the Medical Officers of Health on our Committee for their information.

We will provide you with on-going information as the technical studies continue and we develop source protection plans. You will have a further opportunity to provide comment. The source protection plan will be prepared over the next 18 months. I would invite you to stay involved in this process and to share your perspectives. If you require specific information or have questions, please contact Megan Price, Communications Specialist at 416-661-6600 extension 5568 or by email (mprice@trca.on.ca) or by mail of fax and she will get the appropriate person to respond to your questions. Thank you for taking the time to consider this matter

Sincerely,

Auca

Susan Self, Chair CTC Source Protection Region

Copy to:

Durham Region – John Presta CTC SPC member Norine Schofield CTC Medical Officers of Health Liaison Paul Allore, Directory of Planning – Town of Ajax Beverley Thorpe – CTC SPC Project Manager

Attachment #2 to Repo

Attachment #2 to Report #2018-INFO-29



Planning & Development Services Tel. 905-683-4550 Fax. 905-683-0360

65 Harwood Avenue South Ajax ON L1S 2H9 www.townofajax.com

12-02-1

November 8, 2010

Ms. Susan Self, Chair CTC Source Protection Region 5 Shoreham Drive Downsview ON M3N 1S4

Re: Letter to T. Mason of 51 Range Road, Ajax dated-October 26, 2010

Dear Ms. Self,

I am responding on behalf of Paul Allore, Director, concerning the subject letter, which has resulted in a call from a Mrs. Mason at 51 Range Road. We are concerned about the messages conveyed in the letter beyond the CTC SPC's mandate.

The first part of the letter appropriately clarifies to T. Mason that the Drinking Water Source Protection process only applies to municipal drinking water systems. However, the majority of the letter unnecessarily introduces (ssues by 1) implying the Town, Region and MOE should have but did not designated the private well at this property and in the area under the Clean Water Act or its regulation and 2) suggesting the Town and Region should consider extending the municipal water supply to 51 Range Road.

As you are aware, the subject property is located outside the fixed Ajax Urban Area boundary and within the Protected Countryside of the Provincial Greenbelt Plan. The Town and the Region have not supported prior proposals to extend municipal water supply to this area nor do our long-term planning documents support such a notion. From our experience, such extensions invariably promote unwanted, unplanned pressures for urbanization.

Town staff have been participating in the Drinking Water Source Protection process since its inception, while concurrently conducting a comprehensive review of the Ajax Official Plan, including updating the -Fown's-growth-planning-and-environmental-policy-framework. No technical-information (recent water well records/inspection data) was provided to us by the CTC SPC, CLOCA or the Region to indicate that the subject well and other wells in the vicinity constitute a public health threat. If such information is available, it should be sent to the Region's Medical Officer of Health for investigation and examination through the appropriate process. The Town would be party to any such discussions.

In the absence of such information, it is the landowner's responsibility to properly maintain this private well and ensure it is regularly tested by a qualified expert. From the Town's current property records, it appears the Masons do not own 51 Range Road. They should be conveying their concerns to the landowner, as there may be an older, shallow dug well on-site that is aging and susceptible to leaks/inputs of surface water. If this is the case, the solution may be to replace it with a properly drilled well (to the Health Department's specifications), possibly coupled with an in-house water treatment system to deal with the taste/odour (aesthetic) matters raised in T. Mason's letter.

In future, please forward these types of inquiries to Mr. Allore to obtain Town staff's comments prior to sending a response to a resident or property owner in Ajax.

09-DEC-2010 15:52 FROM:

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Attachment #2 to Report #2018-INFO-29

Attachment #2 to Report #2017-INFO-25

Attachment No. 1 201 2011-W-17

2011-WC-1

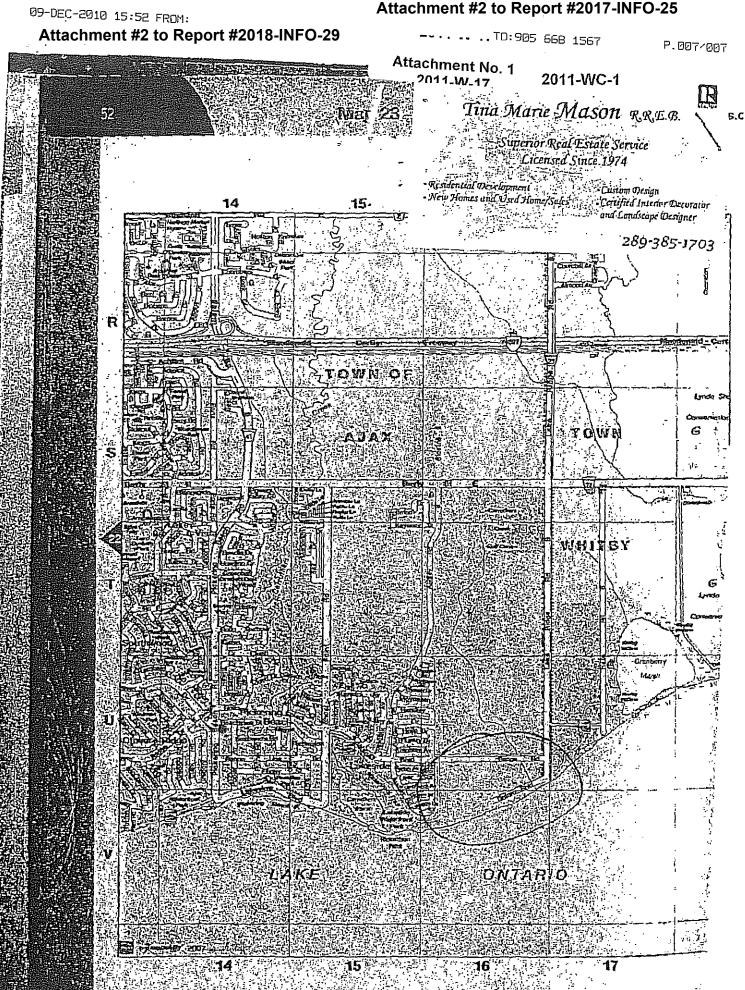
Please be advised we will be meeting with Mrs. Mason early this week to discuss this matter.

you have any questions, please contact me. T.

Barbara Hodgins, M.C.I.P., R.P.P. Senior Policy Planner 905-683-4550, ext. 3247 barb.hodgins@townofajax.com

cc. P. Allore, Director, Planning & Development Services
 J. Presta, CTC SPC Member
 Dr. R. Kyle, Durham Medical Officer of Health
 T. Mason, 51 Range Road, Ajax, Ontario
 Kim Soon Ae, 44 Ontoro Boulevard, Ajax, Ontario
 B. Thorpe, CTC SPC Project Manager

Ontaria's First ISO 9001 Quality Community



÷1.,

202

Attachment #2 to Report #2018-INFO-29 Attachment #2 - Report #2017-INFO-25

amuan 31 2011

___.....

Attachment No. 2 2011-W-17

DURHAM REGION RECEIVED
JAN 2 1 2011
WORKS DEPT.

January 21, 2011 .

V.

- TO: Dr. Robert Kyle Commissioner Cliff Curtis
- RE: Correspondence dated January 13th, 2011 from the residents of Range Road and Ontoro Blvd., re; possible contaminated water.

The Chair would like you to review and advise if their claim of contaminated water is true.

203

Attachment #2 to Report #2018-INFO-29

An. 13TH, 2011.

Attachment No. 2 2011-W-17 JAN 1 2 2011 CHARTER & CEO

ATTN: ROBER ANDERSON, CHAIR REGION OF DURHAM

PLEASE NOTE A PETITION FROM THE RESIDENTS OF ATAX, RANGE ROAD AND ONTORD BAND. TO ADDRESS CONTAMINISTED WATER ON THE PREMISES.

TOWN OF ATAX OVER LOOKED THE RESIDENTS OF THE AREA ADJACENT TO A NEWER SUBDIVISION, THE ISSU NEEDS TO BE RESOLVED NOW.

THE PEOPLE HAVE SPOKEN AND THE GOVERNMENTS NEED TO THRE ACTIO TO CORRECT THE PROBLED WITH THE LEAST COST EFFECTIVE METHOD.

KINDAY READ THE ATTACHED MATERIAL FOR BACKGROUND. - THANKYOY. T.M. MASON CONSUMER ACTIVIST REPRESENTING THE CITIZENS OF RANGE RD AND CANTORO BLUD, AJA

(51 RANGE RD. ATAX 112-1×2) 905-427-7654

Attachment #2 - Report #2017-INFO-25 Jan. 13/11 Attachment No. 2 Attachment 2011-W-17 #2 to Report TOWN OF ADAX #2018-MAYOR STEUR PARISH AND INFO-29 SUBTRET: VEQUEST TO PRESENT A DENALTON ON JAN. 24TH MEETING COUNCIL TO JATRODUCE THE PETITION FROM RESIDENTS OF RANGE ROAD AND ONTOKOI THE (LESIDENTS OF RANGE ROAD AND ONTORO BL HAVE SPOKEN AND COUNCIL AND AJAX MAYO LISTEN POUR ALT A acidande NEGO TO -THIS IS A VERY SERIOUS ISSUE WHICH SHOULD HA BEEN ADDRESSED AND ASSESSED BY THE CTC BEA -THE ADJACENT TRIBUTE SUBDIVISION WAS APPROVED. CLEARLY AN OVERSIGHT BY ATTAX AND REDIONS. PROBLES THE PROPOSAL TO CORRECT THE HEALTH IS FOR THE TOWN OF ATTAK TO KEQUE CHLEASE OF THE TO ACRE LAND PARCEL GEREA BELT DESIGNATION TO KESPENTAL DUPME SO THAT FERCAN DUPMIS CAN DEVELOP AND PICK UP THE COLTS FOR WATER AND SEWER CONNECTION TO RANGE RD AND ONTORE RESIDEN - M MASON consumed Activist SPOKESPELCON, REPPECENTING THE CITIZES OF RANGE RD. AND ONTO DO BLUD, ATA 51 RANGEROAD ATAX LIZ-IX2 905 427-7654 CE! DURHAM PEULON CHAIR

Attachment No.

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Attachment #2 to Report #2018-INFO-29

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- the sampling port was run for approximately five minutes prior to sampling; and,
- the force of the sampling port was reduced and samples were collected.

No tap arrangements (screens or other) were affixed to the taps requiring removal. Samples were collected with a clean, gloved hand. Sample bottles were provided by the MOECC laboratory, and preservatives were added to the samples immediately following sample collection and in accordance with instructions from the laboratory. Samples collected were packed in a cooler with ice and submitted on July 5, 2017 under chain of custody to the MOECC laboratory located at 125 Resources Road, Toronto, Ontario. Samples were analysed for major ions, nutrients, metals and bacteriological parameters.

Based on the water quality results, well water results at 5 properties are indicative of water that had been treated by a water treatment unit rather than the intended untreated source. The results from these 5 properties are not typical of groundwater quality in the area. One of the residents notified the MOECC that the location sampled was treated with a water softener. One of the other residents was unsure if the location sampled was treated or untreated. The other three residents did not indicate that the location sampled was treated.

The well water results from samples collected by the MOECC on July 5, 2017 and historical water quality results provided by some residents were compared to the Ontario Drinking Water Quality Standards (ODWQS) O.Reg. 169/03. The ODWQS for the parameters tested by the MOECC on July 5, 2017 are provided below in Table 1.

The MOECC will provide a letter to each of the 22 properties sampled in July 2017 with the sample results for their well along with this technical memorandum.

The results of the samples taken at 20 properties found exceedances of the aesthetic objectives or operational guideline under the ODWQS for naturally occurring parameters such as hardness, sodium, total dissolved solids, iron, and manganese. The sources of these substances in the water are natural mineral deposits in the overburden and/or bedrock. Elevated concentrations of these parameters may impact the taste, odour or colour of water. No exceedances of any aesthetic objective or operational guideline under the ODWQS were found at two properties where the samples results are indicative of treated water.

- W Two of the 22 locations sampled exceeded the health based ODWQS for barium. The source of the barium is likely natural mineral deposits in the shale bedrock.
- Chloride concentrations above 500 mg/L were noted in two wells. The source of the chloride is natural mineral deposits in the shale bedrock.
- Twelve of the 22 locations tested had E. coli and/or total coliforms present. Factors that make wells susceptible to microbiological contamination include well construction, maintenance, or siting near sources of contamination. Owners of wells showing contamination with E. coli or total coliforms may contact the Region of Durham Health Department for guidance on protecting their well water quality and/or a water treatment specialist for information on treating their private well water supply.

Attachment No. 3 2011_W_17

The proposed service would also not conform to the Regional Official Plan (ROP). The lands are designated "Major Open Space" in Durham's Official Plan and are located outside the Ajax Urban Area. The ROP generally provides that rural areas will be privately serviced and that the extension of services will only be permitted where mitigating solutions to health issues cannot be found. In the absence of a health issue; the proposed municipal water service connection does not meet the intent of the ROP.

The Region of Durham Health Department reviewed some results of previous water quality analysis of the wells of some of the properties in the area. These results did not indicate the water supply was a health risk. The historic tests indicated that the water had some quality parameters that are outside of the health-related objectives for potable water, but these could be rectified using on-site treatments systems. There was no evidence of any significant bacteriological contamination.

Staff of the Works and the Health Departments recently met with Mr. Healy (as spokesperson for the petitioning group) to discuss the status of the petition and provided Mr. Healy with a number of bacteriological water sampling kits to distribute in the community. The results of these water samples will identify bacterial contamination (Total Coliform and/or E. coli) in the private wells/water supplies in the area. We encourage each of you to have your well water tested and the Public Health Lab will advise both the person submitting the sample and the local health department of the results. No results will be released which identify any specific property or owner.

In the absence of an identified health issue municipal water can not be extended to the area in the near term.

Therefore I suggest that we await the results of the well testing to determine whether or not a bacteriological health issue may exist. If such a possibility is indicated, the Region will do some additional investigation to verify the health risk. The Health Department also provides advice and suggestions/options to owners of private drinking water supplies on adverse sample results (e.g. presence of Total Coliform and/or E. coli). This could include disinfection of the well and information on well integrity information. If the Health Department determines that a risk is present that is best corrected by extension of municipal water we will put forward the necessary funding for consideration in budget deliberations.

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Attachment No. 3

We will update you as more information becomes available. In the meantime, please don't hesitate to give me a call or send me an email.

Yours truly,

Clifford Curtis, P. Eng., MBA Commissioner of Works

/cb

CC:

Roger Anderson, Regional Chair Mayor Steve Parrish, Mayor, Town of Ajax Councillor Colleen Jordan, Town of Ajax Councillor Pat Brown, Town of Ajax Alex Georgieff, Commissioner of Planning Dr. Robert Kyle, Commissioner of Medical Officer of Health Ken Gorman, Director Environmental Health January 18, 2017

Attachment #2 to Report #2018-INFO-29

TO: Regional Municipality of Durham, Town of Ajax, Ontario Ministry of the Environment and Climate Change

FROM: Range Road/Ontoro Boulevard Community

RE: Well Water Quality

As residents of the community at the south end of Lakeridge Road, encompassing Range Road and Ontoro Boulevard, we are contacting you with concerns regarding the poor quality of the groundwater in our neighbourhood which is the water source for all of the residents' private wells. Despite the intensive efforts of area residents for over a decade, all options to improve water quality have been exhausted and its quality remains critical, resulting in unjustifiable expenses and diminished quality of life.

This correspondence is further to multiple emails, written, and phone communications with representatives from:

- the Ontario Provincial Government,
- the Ontario Ministry of the Environment and Climate Change
- the Ontario Ministry of Municipal Affairs and Housing
- the Region of Durham, and
- The Town of Ajax (please refer to the list below for contacts)

The MOECC was contacted by area residents and the resulting report's (November 14, 2016 attached) recommendations are: 1) complete an assessment of the current physical condition through a water well survey; 2) complete a water quality sampling program to establish an overview of current groundwater quality conditions, and 3) provide the MOECC with historical water quality data. The report also states "up-gradient land uses may have the potential to affect the quality and/or groundwater resources over the long-term" and given the significant, ongoing and intensive infrastructure construction around our community, the area residents are seeking support and assistance from the Region of Durham, the Town of Ajax and the MOECC in order to carry out the report's recommendations.

Prevailing issues with water quality have been documented by some residents since 2002 and improvement of water quality through homeowners' efforts has proved to be impossible, even as concerns for health and safety rise to troubling levels. This situation is intolerable and support and assistance from the provincial and municipal

levels of government (MOECC, Region of Durham and the Town of Ajax) are necessary to rectify it. Without municipal services, improving water quality is an impossibility.

With the MOECC report recommendations for completing a well survey and a water quality sampling program, and their expected support thereof, we are anticipating that these recommendations will be completed without delay and look forward to receiving responses from both the Region and Town outlining their intentions to improve this community's water quality.

Thank you.

Community Contacts

Region of Durham

Colleen Jordan – Regional Councillor Wards 3 & 4 Laura Freeland – Manager Durham Region Health Department Michael Pittman – Durham Health Department Environmental Health Beata Golas –Region of Durham Works Department Mike Huble –Region of Durham Project Manager

Town of Ajax

Pat Brown – Councillor Ward 4

Gary Muller – Acting Director Planning and Development Services Geoff Romanowski – Supervisor of Planning Development Approvals Sean McCullough – Development Planner

Ministry of Environment and Climate Change

Demetra Koros – Water Supervisor, Central Region Dee Cox – Water Inspector

Ministry of Municipal Affairs

Noreen Khimani – Land Use Planning Review Suzan Krepostman – Planner Municipal Services Office

Provincial Government

Laura Oliver – Executive Assistant Office of Joe Dickson MPP Ajax/Pickering

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Attachment #3 to Report #2017-INFO-25

Ministry of the Environment and Climate Change

Central Region Office

5775 Yonge Street 8th Floor North York ON M2M 4J1

Tel.: 416 326-6700 Fax: 416-325-6347 Ministère de l'Environnement et de l'Action en matière de changement climatique

Région du Centre

5775, rue Yonge 8 ième étage North York (Ontario) M2M 4J1

Tél: (416) 326-6700 Téléc: (416) 325-6347

November 14, 2016

MEMORANDUM

- To: Dee Cox, Drinking Water Inspector York-Durham District Office
- From: Maria Picotti, Hydrogeologist Central Region, Technical Support Section

RE: Groundwater Quality Complaints Ontoro Blvd. and Range Rd. area, Ajax Reference No. 3304-AEURSC

The Technical Support Section of the Ministry of the Environment and Climate Change (MOECC) received three water quality complaints from residents on Ontoro Boulevard from the York-Durham District Office on October 20, 2016. As of October 31, 2016, it is my understanding additional residents on Range Road have contacted the ministry to express concerns with the groundwater quality in their private wells. Hereafter, the Ontoro Boulevard and Range Road area shall be referenced as the Study area.

Name	Well Log	Address	Concerns
Anna Marple	1910782	1 Ontoro Boulevard	High Dissolved Solids, iron, hardness
	1912226		
Suzanne Healy	Not confirmed	2 Ontoro Boulevard	High sodium, iron, water turns
			everything turns yellow
Michael Seidel	1911265	27 Ontoro	High salt
		Boulevard	

The purpose of this memorandum is to provide an assessment of the groundwater conditions in the Study area, specifically to address if the water quality problems are suspected to be associated with:

- 1. An on-site source of contaminant
- 2. An off-site source of contaminant or
- 3. A naturally occurring problem associated with a subsurface formation

Background

Figure 1 is taken from Google Maps and the red pin marks the location of Ontoro Boulevard, Ajax. Range Road is located directly north of Ontoro Blvd. (yellow line). According to the Ministry of Municipal Affairs and Housing (MMAH) 2005 Greenbelt Plan, the Study area is located within the 'Protected Countryside' classification of the Greenbelt Plan (area outlined with green line). It is my



understanding that 'the Greenbelt Plan permits the extension of municipal or private communal sewage or water services outside of a settlement boundary in the case of health and safety issues'. Also, it is my understanding that the Greenbelt Plan is currently being reviewed as part of the Coordinated Land Use Plnaning Review and input from the public is encouraged.

The Study area is located directly east of high density residential development associated with the Lakeside community. The adjacent land uses appear to be generally rural and agricultural in nature, with Carruthers Creek Golf & Country Club to the north, Lynde Shores Conservation Area to the east and Lake Ontario directly south. The Whitby Shores area to the east of the Lynde Shores Conservation Area can be described as a municipally serviced high density development.

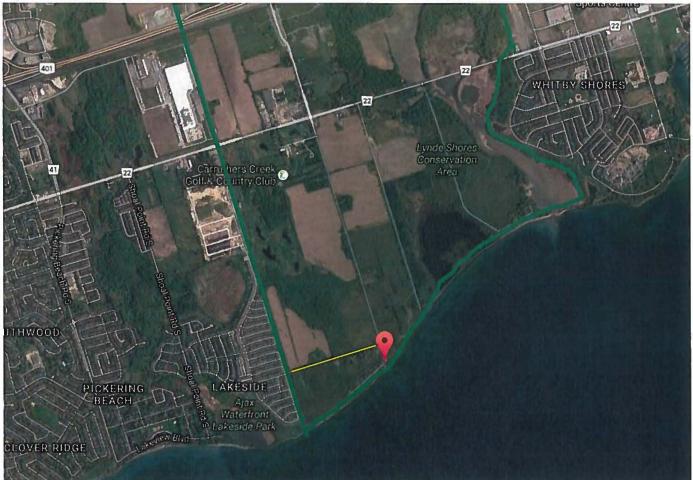
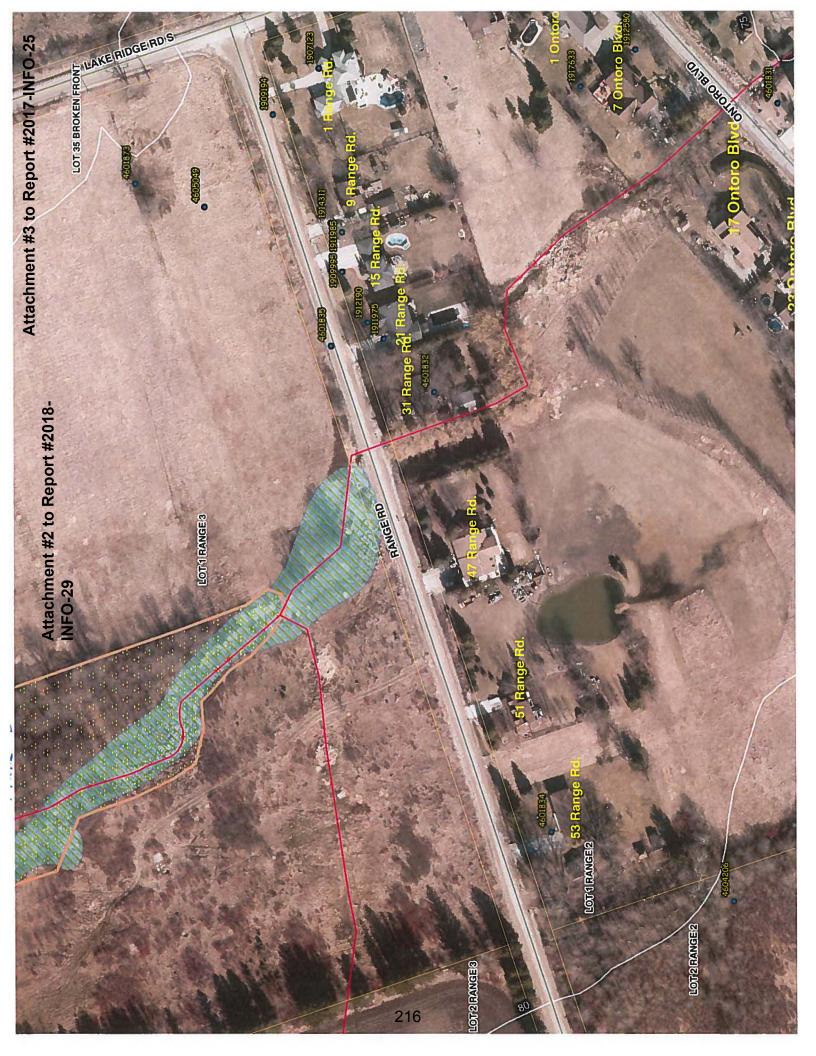


Figure 1 - General Area

Figures 2 and 3 are based on the ministrys GIS and show the Study area is located in Lot 1, Range 2, Town of Ajax, Region of Durham. The numbered street addresses were obtained from Street View (Google Maps). The ground elevation is relatively flat and slopes between approximately 81 masl at the west end to 76 masl at the Lake Ridge Rd. South intersection. Lake Ontario is located directly south at an elevation of approximately 74 masl. It appears there are approximately twenty residences on Ontoro





Attachment #2 to Report #2018-INFO-29

Boulevard and eight residences on Range Road, all of which are expected to be serviced by private individual wells and septic systems.

Water Well Survey

The following section provides an overview of private wells in the area based on the ministry's Water Well Information System (WWIS) data base. The approximate location of the wells, along with the well log numbers based on the ministry's Water Well Information System (WWIS) data base are shown on Figures 2 and 3.

Ontoro Blvd. (Figure 2)

Seventeen well logs were found for the general area of Ontoro Boulevard. There are six drilled wells finished in the shale/limestone and three drilled wells finished in the overburden. There are seven large diameter dug wells; six of which are finished in the overburden and one is finished in the shale. The last log is a well abandonment record (1917633, Z24821).

1 Ontoro Blvd. - There are two well logs (Log 1910782 and 1912226) identified for 1 Ontoro Boulevard. It appears this property was originally serviced by a 30" dug well (Log 1910782) that was finished in 'sandy clay and gravel water' at 32.5ft (9.9m) and also encountered shale at this depth (32.5ft or 9.9m). This well had a recommended pumping rate of 2 gallons per minute (gpm) (approx. 9Lpm). In 1994, a 6.25" drilled well was constructed through the bottom of the dug well to a depth of 54ft (approx. 16.4m) and is finished in the limestone, clay (shale, gravel, sand) unit. Well log 1912226 indicates the steel casing extends from -5 to 54 ft and limestone, clay (shale, gravel, sand) were enountered at the bottom depth of 32ft (9.7m). The log suggests the drilled well was constructed through the bottom of the original dug well, suggesting the presence of a well pit. The recommended pumping rate for the drilled well was 8 gpm (approx. 36 Lpm).

7 Ontoro Blvd. – Log 1912580 indicates this residence was initially serviced by a 36" well and in 1995 a 6.25" steel casing was drilled from a depth of 0 to 59ft (approx. 17.9m) and finished in black shale. The log contains a note that 'some gas is present'. The construction details suggest the drilled well was constructed within a well pit.

17 Ontoro Blvd. – Log 1911306 indicates this residence is serviced by a 6.25" drilled well finished at a depth of 80ft (approx. 24.3m) and extends through the black shale unit and terminates in the limestone formation. The water record indicated 'little gas is present' and possibly 'little sulphur', while the recommended pumping rate is 1 gpm (4.54 Lpm).

18 Ontoro Blvd. - Log 1911307 indicates this residence is serviced by a 65ft (about 19.8m) deep 6.25" drilled well finished in the upper 2ft (0.6m) black limestone, shale rock formation. The log indicated 'little sulphur and/or minerals' were present.

23 Ontoro Blvd. – Log 1907785 indicates this residence is serviced by a 30" well finished in a clay stones unit between a depth of 15-24ft (approx. 4.5 - 7.3m) and had a recommended pumping rate of 4 gpm (approx. 18.1 Lpm).

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26 Ontoro Blvd. – Log 1911212 indicates this residence is serviced by a 30-36" well finished in a 'sand gravel fast water' formation between a depth of 30-36ft (approx. 9.1 to 10.9m) and had a recommended pumping rate of 4 gpm (approx. 18.1 Lpm).

27 Ontoro Blvd. – Log 1911265 indicates the residence is serviced by a 6.25" drilled well finished in black shale at a depth of 63ft (approx. 19.2m) and had a recommended pumping rate of 4gpm (approx. 18 Lpm).

32 Ontoro Blvd. – Log 1908430 indicates the residence is serviced by a 30" well that is finished in a blue clay formation between 32-42ft (approx. 9.7-12.8m) and had a recommended pumping rate of 4 gpm (approx. 18.1 Lpm)

The following well logs did not have an address, therefore, their location could not be confirmed.

Log 1907386 – indicates a 30" well completed in a clay unit at a depth of 25ft (7.6 m) and has a recommended pumping rate of 4 gpm (18 Lpm).

Log 4601836 – indicates a 30" well completed in shale at a depth of 10ft (3 m) and has a low recommended pumping rate of 1 gpm (approx. 4.5 Lpm).

Log 4601831 – indicates a 5" drilled well completed in a water sand mix to a depth of 69.5ft (21.1 m) and is screened (Johnson 20 slot) from 67-69.5ft (20.4-21.1 m). The recommended pumping rate was 3 gpm (13.6 Lpm).

Log 1904994 – indicates a 6" drilled well completed in gravel sand at a depth of 52ft (15.8 m) and is screened from 33-37ft (10-11.2 m) and has a recommended pumping rate of 5 gpm (22.7 Lpm).

Log 7180153 (Tag A124634) – indicates a 6" drilled well completed in a gravel sand unit at a depth of 55ft (16.7 m) and has a recommended pumping rate of 15 gpm (68.1 Lpm).

Log 1909656 – indicates a 30" dug well completed to a depth of 30ft (9.1 m) in a gravel water unit with a recommended pumping rate of 3 gpm (13.6 Lpm).

Log 4604382 – indicates a 30" well completed in a clay gravel silt stones unit at a depth of 27ft (8.2 m) with a recommended pumping rate of 3 gpm (13.6 Lpm).

Log 1917633 (Z24821) - indicates a dug well was abandoned.

Range Road (Figure 3)

Based on the ministry's data base, twelve well logs plotted in the general area of Range Road. Ten of the twelve wells are large diameter wells completed in the overburden, and the two remaining wells are drilled into the bedrock. Of these twelve well records, five overburden wells are completed in a gravel/sand water unit; three wells are completed in clay/sand/rock unit; three wells are completed into rock and one well log was for well maintenance (i.e. cleaned out well). All three bedrock well logs

indicate the presence of gas: two of these wells were abandoned and the third well is not used "gassy water".

9 Range Rd. – Log 1909194 indicates this residence is serviced by a 30" well completed in 'shale rock fast water' at a depth of 48-50 ft (14.6-15.2 m) and had a recommended pumping rate of 4 gpm (18 Lpm). Log 1914311 indicates the well was cleaned out (blue clay) and the tile joints were cemented with cement seal bond about ten years after the well was constructed. The well was re-tested and the recommended pumping rate was 4.5 gpm (20.4 Lpm).

15 Range Rd.- Log 1909995 indicates the property was serviced by a 30" well completed in blue clay and rocks at a depth of 45ft (13.7 m) and had a recommended pumping rate of 4 gpm (18 Lpm). Five years later, a second 30" well was constructed at this address. Log 1911975 indicates this well was completed in clay at a depth of 50ft (15.24 m) and the recommended pumping rate w s 4 gpm (18 Lpm). Log 1912190 describes a third overburden well on the property completed in a 'sand gravel water' at a depth of 37.5 ft (11.4 m). After a one hour pumping test, the water was described as 'cloudy' and the recommended pumping rate was 5 gpm (approximately 22 Lpm).

The following well logs did not have an address, therefore their location could not be confirmed.

Log 4601835 – indicates a shallow 30" well completed in a gravel unit at a depth of 17ft (5.1 m) and has a recommended pumping rate of 2.5 gpm (11.3 Lpm).

Log 4601834 – indicates a well was deepened from 28ft to 49 ft (8.5m to 14.9m) and is finished in blue clay and sand with a recommended pumping rate of 2 gpm (9 Lpm).

Log 4605049 – indicates a 30" dug well completed in a gravel sand water unit ftom 33-35ft (10-10.6 m) and shale was noted to be present at 35ft (10.6 m), with a recommended pumping rate of 4 gpm (18 Lpm).

Log 1911985 – indicates a 'dry hole' and encountered brown shale (55-75ft), black shale (75-102ft) and brown limestone (102-115ft). The Water Record section of the well log indicated "Gas" and the well was abandoned due to insufficient supply, and likely the presence of gas.

Log 4601832 – indicates a 30" well completed in coarse gravel from a depth of 14.5-20ft with a gravel screen and a recommended pumping rate of approximately 2.5 gpm (11 Lpm).

Log 1907123 – indicates a 30" gravel packed well finished at a depth of 40-46ft (12-14 m) with a recommended pumping rate of 4 gpm (18 Lpm). The log indicated the 'Kind of Water' to be #5, although a description was not provided.

Log 4601873 – indicates a drilled well completed in rock at a depth of 89ft (27m) with a recommended pumping rate of 1.5 gpm (about 6.8 Lpm). The log indicated 'gassy water' and 'not using', suggesting the well was not used due to the presence of gas.

Subsurface Conditions

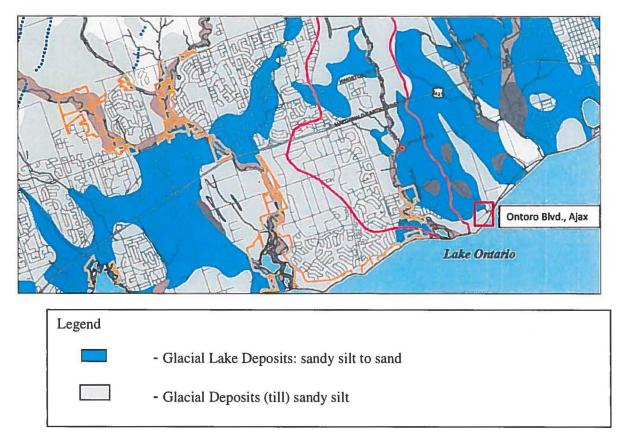
The Study area is located within an area termed by the Central Lake Ontario Conservation Authority (CLOCA) as 'Minor Watersheds' and a watershed study report is not available. Figure 4 is a surficial

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geology map from the '*Carruthers Creek State of the Watershed Report, Hydrogeology*', prepared by Toronto Region Conservation Authority (TRCA) (June 2002) and the Study area is shown in red.

Figure 4



The Ontoro Blvd. area is located within the Glacial Lake Deposits and the subsurface is described as sandy silt to sand, while Range Road appears to be located within Glacial Deposits (till) described as clayey silt to silt material. Sibul et al. (1977) described glacial deposits as unsorted debris of sand, silt, clay and stones deposited at the base of the glacier are commonly known as "till". Based on the geologic description provided in the well logs for the Ontoro Blvd. area, the overburden material is described as predominantly clay, stones, sand mix and are similar to the conditions noted in the Carruthers Creek surficial geology map. Similarly, the overburden descriptions provided in the well logs for the Range Rd. area are described as predominantly clay and clay stones.

Hewitt (1972) described the bedrock in the area as the Whitby Formation consisting of grey and black shales that are approximately 290 ft thick near Lake Ontario and the Georgian Bay Formation as approximately 600 ft of grey shale with interbeds of limestone. Hewitt (1972) also noted that it is difficult to determine the top of the bedrock surface due to the soft, weathered nature of the upper five feet of the bedrock. Based on the geologic descriptions provided in the well logs for the Study area, the main bedrock units have been consistently described as black shale, layered black shale, grey limestone and hard pan.

Groundwater Quality

Based on available information and studies, there is very limited groundwater quality data within the Study area. The following excerpt is from the Carruthers Creek State of the Watershed Report Hydrogeology:, TRCA, "groundwater quality is largely unknown for the Carruthers Creek basin. The following is a brief summary from groundwater quality studies conducted in adjoining basins (Sibul et al, 1977). The groundwater encountered in the shale bedrock was found to have poor water quality, particularly high sodium and sulphate concentrations". Sibul et al., (1977) also noted 'from a quantity and quality perspective, the deep shale bedrock does not contain useable aquifers; however, the overburden/bedrock contact may contain useable aquifers within weathered bedrock overlying coarse grained sediments.'

The report Groundwater Resources of the Duffins Creek-Rouge River Drainage Basins, Sibul, U. et al., (1977) was referenced for the general hydrogeologic conditions noted in the Carruthers Creek State of the Watershed Report, (2002). Both the Carruthers Creek State of the Watershed Report, (2002) and Groundwater Resources of the Duffins Creek-Rouge River Drainage Basins, (1977) are located to the west of the Study area. However, based on similar subsurface conditions noted between Duffins, Carruthers and the Study area, the following points have been noted.

Most well logs within the Study area that are completed in the shale bedrock unit include the following descriptions 'gassy water', 'not using', 'gas', 'some gas is present', 'little gas is present' and 'little sulphur and/or minerals'. These descriptions reflect the findings from Sibul et al., (1977) which described that 'natural gas is a common occurrence in many wells completed in shale together with reported occurrences of salty and sulphurous water in some wells. It is expected that because of the potentially high iron content in shale, groundwater in shale can contain higher amounts of iron than water in overburden'.

The following water quality results were received from CLOCA and are from the drilled well (Log 1912226) at 1 Ontoro Blvd. It is unknown whether this sample was taken from a treated or untreated water source. The well was sampled in 2002 as part of the water quality snapshot for the 'Groundwater Resources Information Program' of the Ministry of Natural Resources (date unkown). When compared to the Ontario Drinking Water Standards (ODWS), exceedances were reported for iron (1.73 mg/L), manganese (0.06 mg/L) and turbidity (9.71 NTU). Elevated concentrations were also noted in the following four parameters: sodium (84.5 mg/L), conductivity (1250 uS/cm), chloride (246 mg/L) and calculated hardness (444 mg/L).

For the Duffins Creek-Rouge River drainage basins, Sibul et al., (1977) noted that "groundwater quality concerns at the present time appear to be isolated occurrences of 1) nitrates and bacteria associated with septic system effluent entering private wells and 2) high chloride values above drinking water criteria (250 mg/L) occurring in private wells situated next to salted roadways. The full impact (reaching steady state) of any quality changes to the groundwater flow system may not be fully realized for decades to thousands of years based on groundwater travel path and time assessments". There is insufficient data within the Study area to assess potential impacts to the quality of the groundwater resouces from anthropogenic sources.

Ontario Drinking Water Objectives

The following section references the parameter descriptions noted in the Ontario Drinking Water Objectives (ODWS). Methane is an aesthetic parameter under the ODWS. The ODWS notes that the objective due to gas bubble release and violent spurting from taps for methane is 3 L/m^3 . It also noted 'that the natural occurrence in some groundwater can act as a stimulant for microbiological fouling in the distribution system and if allowed to accumulate in confined spaces, the potential for explosive combustion exists'.

The aesthetic objective for iron in drinking water is 0.3 mg/L. Iron may be present in groundwater 'due to mineral deposits and chemically reducing underground conditions. High levels of iron in drinking water have the potential to impart a brownish colour to laundered goods, plumbing fixtures and the water itself.'

The colour related aesthetic objective for manganese in drinking water is 0.05 mg/L. Manganese is 'present in some groundwaters because of chemically reducing underground conditions coupled with the presence of manganese mineral deposits. Similar to iron, manganese stains laundry and fixtures black and at high concentrations causes undesirable tastes in beverages'.

The ODWO describe 'hardness levels between 80 and 100 mg/L as calcium carbonate are considered to provide an acceptable balance between corrosion and incrustation. Water supplies with hardness greater than 200 mg/L are considered poor but tolerable, while hardness greater than 500 mg/L is unacceptable for most domestic purposes'.

Elevated concentrations of sodium, chloride and conductivity may be present in nature, associated with water softeners or anthropogenic sources such as road salt de-icing.

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MOE Well Log 1912226				Notes
	Sampled Nov. 19, 2002			
Parameter	Result	Ontario Drinking Water Objectives	Unit	
Aluminum Al	< 0.03	30-500	mg/L	
Antimony Sb	< 0.002	0.006	mg/L	
Arsenic As	< 0.002	0.025	mg/L	
Barium Ba	0.52	1.00	mg/L	
Beryllium Be	< 0.01			
Bismuth Bl	< 0.1			
Boron B	0.47	5.00	mg/L	
Cadmium Cd	< 0.002	0.005	mg/L	
Calcium, Dissolved Ca	91.4			
Chromium Cr	< 0.01	0.05	mg/L	
Cobalt Co	< 0.02			
Copper Cu	0.01	1.00	mg/L	
Dissolved Silica as SiO2	20.8			
Iron Fe	1.73	0.30	mg/L	exceedance
Lead Pb	0.003	0.01	mg/L	
Magnesium, Dissolved Mg	52.5			
Manganese Mn	0.06	0.05	mg/L	exceedance
Molybdenum Mo	< 0.02			
Nickel Ni	< 0.05			
Phosphorus as P	< 0.05			
Potassium, Dissolved K	8.27			
Selenium Se	< 0.002	0.01	mg/L	
Silver Ag	< 0.01			
Sodium, Dissolved Na	84.5	20 (200)	mg/L	exceedance
Strontium Sr	2.54			
Thallium TI	< 0.00005			
Tin Sn	< 0.07			
Titanium Ti	< 0.02	-		
Uranium U	< 0.0001	0.02	mg/L	
Vanadium V	< 0.01			
Zinc Zn	0.01	5.00	mg/L	
pH Value	7.85	6.5-8.5		
Ammonia as N	1.2			
Nitrate as N	< 0.1	10	mg/L	
Nitrite as N	< 0.02	1.00	mg/L	
Nitrate + Nitrite as N	< 0.1	10	mg/L	
Carbon, Diss Org as C	2.6			
Phosphorus, DissOrth as P	< 0.01			
Conductivity	1250			
Sulphate as SO4	2	500	mg/L	
AlkalinIty CaCO3	284	30-500	mg/L	
Chloride as Cl	245	250	mg/L	high
Colour	< 5	5	TCU	
alculated Hardness CaCO3	444	80-100	mg/L	exceedance
Turbidity	9.71	5	NTU	exceedance
Bicarbonate as HCO3	282			
Carbonate CO3	2			
Coliform, Total	<1	<1	CFU/100ml	less than 1
E Coli	<1	<1	CFU/100ml	less than 1
Fecal Streptococci	<1			
Pseudomonas aeruginosa	<1			
Background Count	3			
Total Cation	12.85		1	
Total Anions	12.66			
Ion Balance	0.77			
Calculated TDS	678			
Calculated Conductivity	1440			
Saturation pH @4C	7.49			
Saturation pH @20C	7.09			
Langelier Index @4C	0.36			
Langeller Index @20C	0.76	1	1	
Field Data				-
pH	7.4	4		
Temperature (oC)	12.			
	14	-1		

Table 1: Water quality sample, 1 Ontoro Blyd., Aiax (well was sampled as part of water quality snapshot

9

Groundwater Quantity

Sibul et al, 1977, noted that 'groundwater flow within all three aquifer systems is predominantly from south to southeast and that the exploration for water in either the shale or the limestone bedrock is generally not recommended.'

Based on available well logs, the reported pumping rates associated with the shale and limestone bedrock range from 1 gpm to 8 gpm, with an average recommended pumping rate of approximately 4-5 gpm. Numerous drilled wells are completed in the shale and/or limestone bedrock at depths extending from 50-115ft (15.2-35m), and one as shallow as 10ft (3m).

Based on the geologic log descriptions, a number of overburden wells appear to be finished in a water bearing unit between approximately 30-36ft bgs (9-10.9 mbgs). There are a few wells finished in a predominantly clay and/or clay/stones gravel unit. A deeper 'gravel sand water' unit was noted at a depth of approximately 52-55ft (about 15.8-16.7m).

The deepest well log in the Study area (1911985) reported 'dry hole' through the shale and was finished at a depth of 115ft (35m) in the bedrock and was abandoned due to 'insufficient supply'.

Conclusions

- 1. Limited groundwater quality data is available within the Study area. Based on available information, it is my opinion that the groundwater quality conditions noted within the Study area are similar to the quality attributed to natural occurrences associated with the subsurface formations.
- 2. There is insufficient data available within the Study area to confirm that groundwater yields decrease with depth, however, one well log (1911985) confirmed a "dry hole" at a depth of 115ft (35m).
- 3. There is insufficient data within the Study area to assess potential impacts to the quality of the groundwater resouces from anthropogenic sources. Based on the southerly groundwater flow direction, up-gradient land uses may have the potential to affect the quality and/or quantity of groundwater resources over the long-term.

Recommendations

- 1. Complete a water well survey to assess the current physical condition (such as the presence of well pits, grading around well casing etc.) of residential wells within the Study area.
- 2. Complete a water quality sampling program within the Study area. Specifically, re-sample the well at 1 Ontoro Boulevard (log 1912226) and collect samples from other accessible overburden and bedrock wells located in the Study area. Samples should be collected from both the untreated and treated sources for each residence. Current quality data will be useful to assess groundwater conditions from the well servicing 1Ontoro Blvd. The data results are expected to help establish an overview of current groundwater quality conditions within the Study area.

3. Residents within the Study area who have historical water quality data available for their individual wells are asked to provide a copy of the results to the MOECC which would be used to further assess the groundwater conditions within the Study area.

If you have any questions or would like to discuss, please don't hesitate to contact me at 416-326-3713 or by email <u>maria.picotti@ontario.ca</u>

Original signed by

Maria Picotti, P.Geo. Hydrogeologist

References

Hewitt, D.F., 1972, Paleozoic geology of southern Ontario; Ontario Division of Mines, Geological Report 105.

Ontario Ministry of the Environment, June 2003, Revised June 2006, Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines.

Ontario Ministry of Municipal Affairs and Housing, 2005, Greenbelt Plan.

Sibul, U., Wang, K.T. and Vallery, D., 1977, Groundwater Resources of the Duffins Creek-Rouge River Drainage Basins, Water Resources Report 8, Ontario Ministry of the Environment, 109pp.

Toronto and Region Conservation Authority, June 2002, *Carruthers Creek State of the Watershed Report Hydrogeology*. This chapter was prepared by Dr. Rick Gerber, University of Toronto.

Attachment #3 to Report #2018-INFO-29

Ministry of the Environment and Climate Change Drinking Water and Environmental Compliance Division

Central Region, Technical Support Section 5775 Yonge Street, 9th Floor North York, ON M2M 4J1 Tel. (416) 326-6700 Fax (416) 325-6347 Ministère de l'Environnement et de l'Action en matière de changement climatique Division de la conformité en matière d'eau potable et d'environnement

Région du Centre Section d'appui technique 5775, rue Yonge, 8ième étage North York, Ontario M2M 4J1 Tél. : (416) 326-6700 Téléc. : (416) 325-6347



MEMORANDUM

Date: January 12, 2018

To: Theresa Ip, Drinking Water Inspector, Drinking Water Branch, Central Region

From: Cynthia Doughty, Supervisor, Water Resources, Technical Support Section, Central Region

RE: Water Sampling in the Ontoro Boulevard and Range Road Community in Ajax

Background

In April 2017, in response to concerns about the quality of water in private wells in the area of Ontoro Boulevard and Range Road in Ajax, the Region of Durham organized a meeting at the request of local residents. Attendees included residents and representatives from the Ministry of the Environment and Climate Change (MOECC), Durham Region Health Department, Durham Region Works Department, Durham Region Planning and Economic Development Department, and the Town of Ajax.

The MOECC provided a preliminary assessment of the well concerns based on a limited amount of groundwater quality data. The ministry indicated that water quality concerns raised by the residents, such as iron, manganese, sodium, chloride, hardness, and turbidity, are naturally occurring. At the meeting, MOECC indicated that it would assess the physical condition of private wells, conduct water sampling, in order to collect additional information on water quality in the area, and communicate the results to the community and all agencies.

Well Water Sampling in the Community

On July 5th, 2017, the MOECC collected water samples from accessible locations at 22 properties. Sample locations were selected to bypass treatments systems. Water samples were not collected from the other 18 properties visited by the MOECC because an accessible untreated source of well water was not available.

In general, water quality samples were collected using the following approach:

• the sampling port was disinfected using a bleach solution and rinsed;

- the sampling port was run for approximately five minutes prior to sampling; and,
- the force of the sampling port was reduced and samples were collected.

No tap arrangements (screens or other) were affixed to the taps requiring removal. Samples were collected with a clean, gloved hand. Sample bottles were provided by the MOECC laboratory, and preservatives were added to the samples immediately following sample collection and in accordance with instructions from the laboratory. Samples collected were packed in a cooler with ice and submitted on July 5, 2017 under chain of custody to the MOECC laboratory located at 125 Resources Road, Toronto, Ontario. Samples were analysed for major ions, nutrients, metals and bacteriological parameters.

Based on the water quality results, well water results at 5 properties are indicative of water that had been treated by a water treatment unit rather than the intended untreated source. The results from these 5 properties are not typical of groundwater quality in the area. One of the residents notified the MOECC that the location sampled was treated with a water softener. One of the other residents was unsure if the location sampled was treated or untreated. The other three residents did not indicate that the location sampled was treated.

The well water results from samples collected by the MOECC on July 5, 2017 and historical water quality results provided by some residents were compared to the Ontario Drinking Water Quality Standards (ODWQS) O.Reg. 169/03. The ODWQS for the parameters tested by the MOECC on July 5, 2017 are provided below in Table 1.

The MOECC will provide a letter to each of the 22 properties sampled in July 2017 with the sample results for their well along with this technical memorandum.

The results of the samples taken at 20 properties found exceedances of the aesthetic objectives or operational guideline under the ODWQS for naturally occurring parameters such as hardness, sodium, total dissolved solids, iron, and manganese. The sources of these substances in the water are natural mineral deposits in the overburden and/or bedrock. Elevated concentrations of these parameters may impact the taste, odour or colour of water. No exceedances of any aesthetic objective or operational guideline under the ODWQS were found at two properties where the samples results are indicative of treated water.

- W Two of the 22 locations sampled exceeded the health based ODWQS for barium. The source of the barium is likely natural mineral deposits in the shale bedrock.
- Chloride concentrations above 500 mg/L were noted in two wells. The source of the chloride is natural mineral deposits in the shale bedrock.

Twelve of the 22 locations tested had E. coli and/or total coliforms present. Factors that make wells susceptible to microbiological contamination include well construction, maintenance, or siting near sources of contamination. Owners of wells showing contamination with E. coli or total coliforms may contact the Region of Durham Health Department for guidance on protecting their well water quality and/or a water treatment specialist for information on treating their private well water supply.

	in the second	
Parameter	Units	ODWS
Alkalinity	mg/L	30-500 (OG)
Aluminum	mg/L	0.1 (OG)
Antimony	mg/L	0.006 (IMAC)
Arsenic	mg/L	0.025 (IMAC)
Barium	mg/L	1.0 (MAC)
Boron	mg/L	5 (IMAC)
Cadmium	mg/L	0.005 (MAC)
Carbon, Dissolved Organic	mg/L	5 (AO)
Chloride	mg/L	250 (AO)
Chromium	mg/L	0.05 (MAC)
Copper	mg/L	1 (AO)
Escherichia coli	CFU/100ml	0 (MAC)
Fluoride as F	mg/L	1.5 (MAC)
Hardness	mg/L	80-100 (OG)
Iron	mg/L	0.3 (AO)
Lead	mg/L	0.01 (MAC)
Manganese	mg/L	0.05 (AO)
Nitrate+Nitrite	mg/L	10 (MAC) ^a
Nitrite	mg/L	1.0 (MAC) ^a
pH	no units	6.5-8.5 (OG)
Sodium	mg/L	200 (AO)/20*
Sulphate	mg/L	500 (AO)
Total coliform	CFU/100ml	0 (MAC)
Total dissolved solids	mg/L	500 (AO)
Uranium	mg/L	0.02 (MAC)
Zinc	mg/L	5(AO)

Table 1 – Ontario Drinking Water Quality Standards for the Parameters Tested by the MOECC in 2017

Notes:

MAC - Maximum Acceptable Concentration (health-related standard)
 IMAC - Interim Maximum Acceptable Concentration (health-related standard)
 AO - Aesthetic Objective
 OG - Operational Guideline
 a - Where both nitrate and nitrite are present, the total of the two should

not exceed 10 mg/L (as nitrogren). 6. 200 (AO)/20* - The aesthetic objective for sodium in drinking water is 200

mg/L, however, persons on sodium restricted diets should consult their physician before consuming water with levels above 20 mg/L

7. mg/L - milligrams per Litre

8. CFU/100ml - Colony forming units per 100 millilitres

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Commissioner of Works
Report:	#2018-COW-33
Date:	March 7, 2018

Subject:

Issuance of an Encroachment Agreement on Simcoe Street North (Regional Road 2), in the City of Oshawa

Recommendations:

That the Committee of the Whole recommends to Regional Council:

- A) That the Encroachment Agreement negotiated with Dr. P.G. Riordan Building Limited permitting the encroachment of an existing pylon sign located at 973 Simcoe Street North, City of Oshawa extending 3.55 metres (11.64 feet) within the Simcoe Street (Regional Road 2) road allowance be approved; and
- B) That the Regional Chair and Clerk be authorized to execute all documents associated with this agreement.

Report:

1. Purpose

1.1 The purpose of this report is to seek approval to grant an encroachment agreement for an existing encroachment to Dr. P.G. Riordan Building Limited located at 973 Simcoe Street North, in the City of Oshawa (Oshawa) for a sign extending 3.55 metres (11.64 feet) within the Simcoe Street (Regional Road 2) road allowance.

2. Background

- 2.1 The subject property, known as 973 Simcoe Street North, is located on the east side of the road allowance north of Rossland Road and south of Beatrice Street. As a result of a development application from the existing owner, the Regional Municipality of Durham (Region) acquired the land necessary from the property owner for the planned widening of Simcoe Street. Due to the widening taken by the Region, the owner's existing sign now encroaches onto the Region's road allowance. A condition of the development application is that an Encroachment Agreement be executed, with the owner agreeing to remove the sign when the property is required by the Region.
- 2.2 The applicant has agreed to indemnify and save the Region harmless against any costs, claims for damages, charges, actions, suits or demands or expenses incurred by the Region that may occur as a result of this encroachment.

3. Conclusion

3.1 Works Department staff has reviewed this request and recommend the issuance of an Encroachment Agreement, subject to the removal of the encroachment at the cost of the applicant, when the road allowance is required for Regional purposes.

4. Attachments

Attachment #1: Location Map – Proposed Encroachment of 973 Simcoe Street North, in the City of Oshawa

Respectfully submitted,

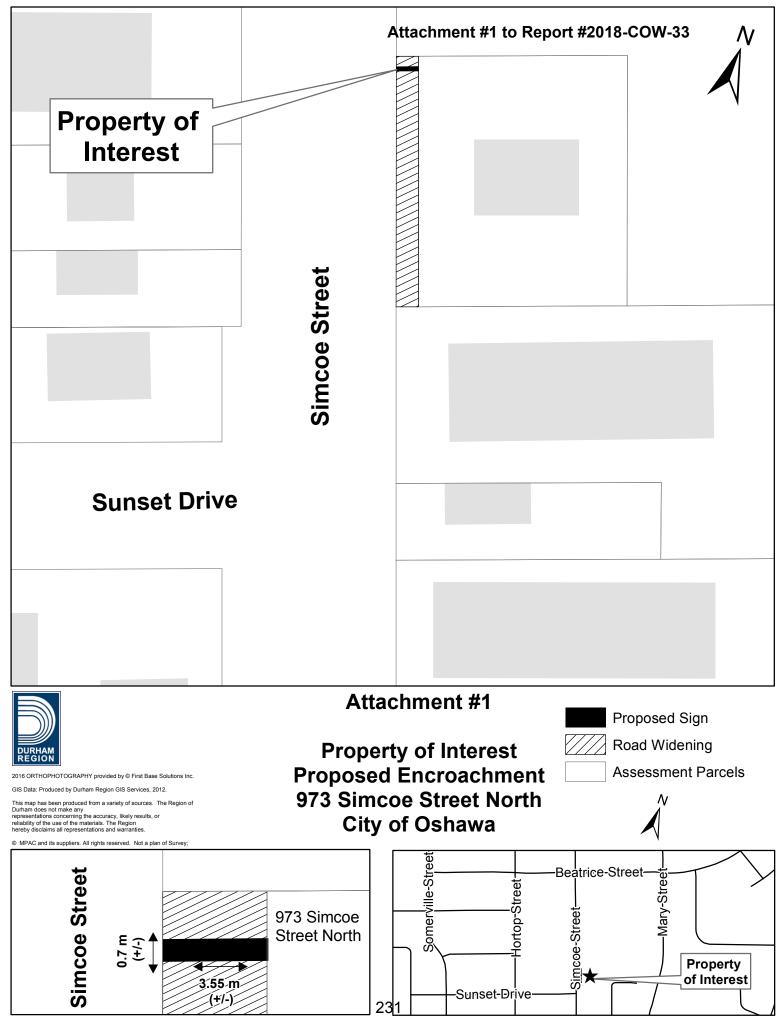
Original signed by

S. Siopis, P.Eng. Commissioner of Works

Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer



Date: 1/16/2018

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Commissioner of Works
Report:	#2018-COW-34
Date:	March 7, 2018

Subject:

The Regional Municipality of Durham's Drinking Water Systems Annual 2017 Summary Report

Recommendations:

That the Committee of the Whole recommends to Regional Council:

- A) That the 2017 Summary Report for the Regional Municipality of Durham Drinking Water Systems be received for information;
- B) That receipt of this report be confirmed by resolution of Regional Council; and
- C) That a copy of this resolution will be forwarded to the Ontario Ministry of the Environment and Climate Change's York-Durham District Office to indicate the conditions of Schedule 22 of Ontario Regulation 170/03 have been fulfilled.

Report:

1. Purpose

1.1 The Regional Municipality of Durham (Region) is required to prepare a Summary Report for each of the municipal drinking water systems under Ontario Regulation (O.Reg.) 170/03 of the Safe Drinking Water Act (SDWA). The Summary Report is to be completed and submitted to Regional Council prior to March 31 of each year.

2. Summary Report

2.1 Schedule 22 of O.Reg. 170/03 requires that a Summary Report provide the following information:

- 22-2. (1) The owner of a drinking water system shall ensure that, not later than March 31 of each year after 2003, a report is prepared in accordance with subsections (2) and (3) for the preceding calendar year and is given to,
 - a) In the case of a drinking water system owned by a municipality, the members of the municipal council;
 - b) In the case of a drinking water system owned by a municipal service board established under section 195 of the Municipal Act 2001, the members of the municipal service board; or
 - c) In the case of a drinking water system owned by a corporation, the board of directors of the corporation.
- 22-2. (2) The report must,
 - a) List the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water licence, and any orders applicable to the system that were not met at any time during the period covered by the report; and
 - b) For each requirement referred to in clause (a) that was not met, specify the duration of the failure and the measures that were taken to correct the failure.
- 22-2. (3) The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system:
 - 1. A summary of the quantities and flow rates of the water supplied during the period covered by report, including monthly average and maximum daily flows.
 - A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water licence, or if the system is receiving all of its water from another system under an agreement pursuant to subsection 5 (4), to the flow rates specified in the written agreement.
- 22-2. (4) If a report is prepared under subsection (1) for a system that supplies water to a municipality under the terms of a contract, the owner of the system shall give a copy of the report to the municipality by March 31.

2.2 Table 1: List of All Drinking Water Systems (DWS) and their Municipal Drinking Water Licences

Drinking Water System	Municipal Drinking Water Licence Number	Issue Date	Revised Issue Date
Oshawa *	003-111	November 18, 2014	October 16, 2017
Whitby *	003-111	November 18, 2014	October 16, 2017
Ajax *	003-111	November 18, 2014	October 16, 2017
Beaverton	003-107	November 18, 2014	October 16, 2017
Blackstock	003-101	November 18, 2014	October 16, 2017
Bowmanville	003-103	November 18, 2014	October 16, 2017
Cannington	003-106	November 18, 2014	October 16, 2017
Greenbank	003-104	November 18, 2014	October 16, 2017
Newcastle	003-109	November 18, 2014	October 16, 2017
Orono	003-108	November 18, 2014	October 16, 2017
Port Perry	003-102	November 18, 2014	October 16, 2017
Sunderland	003-110	November 18, 2014	October 16, 2017
Uxbridge	003-105	November 18, 2014	October 16, 2017

2.3 Table 2 Water Compliance Requirements and Water Taking Conditions

Drinking Water System	Compliance Requirements	Water Taking Conditions
Oshawa *	Non-Compliant	Did Not Exceed
Whitby *	Non-Compliant	Did Not Exceed
Ajax *	Compliant	Did Not Exceed
Beaverton	Non-Compliant	Did Not Exceed
Blackstock	Compliant	Did Not Exceed
Bowmanville	Compliant	Did Not Exceed
Cannington	Non-Compliant	Did Not Exceed
Greenbank	Compliant	Did Not Exceed
Newcastle	Compliant	Did Not Exceed
Orono	Compliant	Did Not Exceed
Port Perry	Non-Compliant	Did Not Exceed
Sunderland	Non-Compliant	Did Not Exceed
Uxbridge	Compliant	Exceeded

*Oshawa, Whitby, and Ajax are licenced as one system. For the purpose of this report the Drinking Water Systems are listed individually.

2.4 The drinking water system supplying water to the Uxbridge Industrial Park (Uxville) is not required to be covered by this report as it is regulated by the Ministry of Health and Long Term Care, under O. Reg. 319/08.

3. General Overview of Compliance Status

3.1 The Summary Report requires a review of each DWS with respect to the SDWA, Permits to Take Water (PTTW), Municipal Drinking Water Licence (MDWL), Drinking Water Works Permit (DWWP), MOECC inspections and orders and to provide an explanation of any non-compliance issues that were identified during the reporting period. 3.2 Water quality monitoring data is available in the Annual Water Quality Report. The Annual Water Quality Reports are available to the public on the Region's website (www.durham.ca) and in hard copy at the Works Department.

4. Specific Compliance Items

4.1 A review indicated that all of the DWS met all compliance requirements of O. Reg. 170/03 with the following exceptions:

a) O. Reg. 170/03 Schedule 10-4(1) – Microbiological Sampling and Testing: Raw Water Samples

Beaverton DWS

- On May 8, 2017, raw water samples were not taken due to an obstruction at the sample line. Raw water microbiological samples were not taken or analyzed for the following nine weeks.
- The Ministry of the Environment and Climate Change (MOECC) was notified and a diver inspected the intake crib and sample line and repairs were made.

b) O. Reg. 170/03 Schedule 17-2 Corrective Action: Improper Disinfection

Cannington DWS

- For the reporting period when operating well Number (No.) 4 exclusively, water directed to the first water service connection did not meet the disinfection requirements of the MOECC's *Procedure for Disinfection of Drinking Water in Ontario* due to the location of the connection.
- Well No. 4 was removed from service and will be returned to service following installation of a new larger diameter watermain to achieve sufficient disinfection under a range of operating conditions in 2018.

Sunderland DWS

- For the reporting period water directed to the first service connections did not meet the disinfection requirements of the MOECC's *Procedure for Disinfection of Drinking Water in Ontario* due to the location of the water service connection.
- With Well No. 2 offline and the resulting reduction in flow, the system meets the required contact time (CT) at design capacity. An additional watermain is being installed to ensure CT is achieved at the first service connection.

Port Perry DWS

• For the reporting period when operating wells No. 3 and No. 5 in combination, water directed to the first water service connection did not meet the disinfection requirements of the MOECC's *Procedure for Disinfection of Drinking Water in Ontario* due to the location of the connection.

 Notification was provided to the customer, MOECC and medical officer of health and the water service connection was relocated to ensure disinfection was achieved.

c) O. Reg. 170/03 Schedule 17-13 Corrective Action Sodium

Oshawa and Whitby DWS

- On January 11, 2017 two reportable sodium results were reported to the Oshawa and Whitby DWS and the results were respectively 21.2 mg/L and 21.1 mg/L. Both results exceeded the 20.0 mg/L reportable limit. The result was not reported as an adverse water quality incident until February 2, 2017. Corrective action was taken on February 2. The adverse sample locations were resampled, the subsequent results were, Oshawa DWS 19.1 mg/L sodium and Whitby DWS 16.0 mg/L sodium.
- Training has been provided to all affected staff.

d) Permit to Take Water Flow Exceedence

Uxbridge DWS

- On June 1 (14:30 hours, 19:10 hours) and June 2, 2017 (03:30 hours) the flow from Well No. 6 exceeded the PTTW flow rate due to a faulty flow control valve.
- Maintenance was performed on the flow control valve and was subsequently replaced. This exceedance is not shown in Attachment No. 1, as the PTTW maximum daily flow rate (2,727 L/min) was not exceeded.

5. Summary of Water Flows

5.1 Drinking Water System Capacity and Water Flow Data are provided in Attachment #1 as summary charts. Each summary chart provides monthly average and maximum daily flow for the reporting period. Some of the flow data in Attachment #1 has been pro-rated. Pro-rating is used to determine the volume of water pumped over a 24 hour period. Pro-rated data will be represented in the chart headings.

6. Public Notification and Information

6.1 The Summary Report is available to the public through the Region of Durham Works Department, located at 605 Rossland Road East, Level 5, in Whitby and on the Region's website at www.durham.ca.

7. Conclusion

7.1 As required under Ontario Regulation 170/03, this Summary Report for the Regional Municipality of Durham's Drinking Water Systems is provided to Regional Council. It is recommended that receipt of this report be confirmed by resolution of Regional Council to meet this condition and that a copy of the resolution is forwarded to the Ministry of the Environment and Climate Change.

8. Attachments

Attachment #1: Drinking Water System Capacity and Water Flow Data

Respectfully submitted,

Original signed by

S. Siopis, P.Eng. Commissioner of Works

Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer

The Regional Municipality of Durham Ajax Drinking Water System 2017 Flow Data

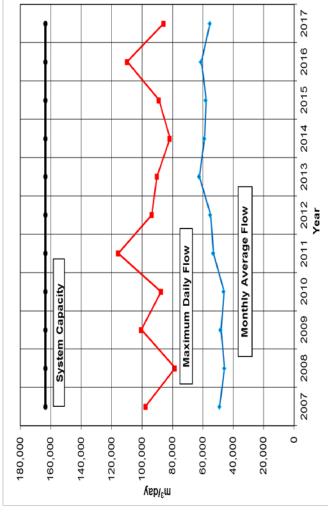
Raw Water

Raw Water			•	Treated Water		
Month	Raw Water Monthly Average Flow Cubic metres per day (m ³ /day)	Raw Water Maximum Daily Flow m³/day	Raw Water Number of Days Exceeding Maximum Daily Flow	Treated Water Monthly Average Flow m³/day	Treated Water Maximum Daily Flow m³/day	Treated Water Number of Days Exceeding Maximum Daily Flow
January	54,699	68,840	0	54,092	67,398	0
February	56,508	74,261	0	56,058	74,793	0
March	56,187	68,932	0	55,483	68,772	0
April	56,189	71,520	0	55,461	69,538	0
May	54,827	71,237	0	54,665	71,293	0
June	57,818	74,382	0	56,784	74,593	0
۲ ۸In 23	61,267	88,748	0	60,029	83,847	0
August	64,803	84,106	0	63,407	85,808	0
September	53,070	70,674	0	51,358	69,880	0
October	52,559	68,595	0	50,792	65,511	0
November	53,566	64,455	0	52,320	63,298	0
December	53,577	63,459	0	52,517	60,917	0
Annual Total	20,537,031			20,167,872		
Maximum		88,748			85,808	
Average	56,256			55,247		
% Capacity	33	52		34	52	
Permit to Take Water Limit		170,000				
Municipal Drinking Water Licence Limit					163,500	

Ajax Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

•		•	
Year	Monthly Average Flow	Maximum Daily	System Capacity m ³ /day
	cubic metres per day (m³/day)	Flow m³/day	
2007	48,850	97,730	163,500
2008	45,712	78,257	163,500
2009	48,046	100,470	163,500
2010	46,113	87,458	163,500
2011	52,931	115,690	163,500
2012	54,910	93,551	163,500
2013	62,300	90,229	163,500
2014	58,867	81,640	163,500
2015	57,883	88,945	163,500
2016	60,997	109,869	163,500
2017 x 2017	55,247	85,808	163,500

Ajax Drinking Water System Capacity and Treated Water Flow Graph



The Regional Municipality of Durham Oshawa Drinking Water System 2017 Flow Data

Plant Number (No.) 1 Raw Water

Plant No. 2 Raw Water

Month	Plant No. 1	Plant No. 1	Plant No. 1	Plant No. 2		Plant No. 2 Raw
	Raw Water	Raw Water	Raw Water	Raw Water	Raw Water	Water Number
	Monthly	Maximum	Number of	Monthly		of Days
	Average Flow	Daily Flow	Days	Average Flow		Exceeding
	Cubic metres	m³/day	Exceeding	m³/day	m³/day	Maximum Daily
	per day (m³/day)		Maximum Daily Flow	,		Flow
January	0	0	0	47,762	56,031	0
February	0	0	0	46,419	52,744	0
March	0	0	0	44,938	51,384	0
April	0	0	0	45,214	48,727	0
May	0	0	0	50,111	63,003	0
June	0	0	0	54,465	65,138	0
thuly the second	0	0	0	53,584	66,455	0
August	0	0	0	53,907	63,826	0
September	0	0	0	49,685	63,742	0
October	0	0	0	50,537	65,687	0
November	0	0	0	47,887	56,191	0
December	0	0	0	47,989	53,421	0
Annual Total				18,030,973		
Maximum			0		66,455	
Average			0	49,375		
% Capacity				46	62	
Permit to Take Water Limit				0	0	
Municipal		27,000	0	0	107,000	
Licence Limit						
Plant No. 1 was not operational in 2017.	ot operational in	2017.				

The Regional Municipality of Durham Oshawa Drinking Water System 2017 Flow Data

Total Raw Water

Total Treated Water

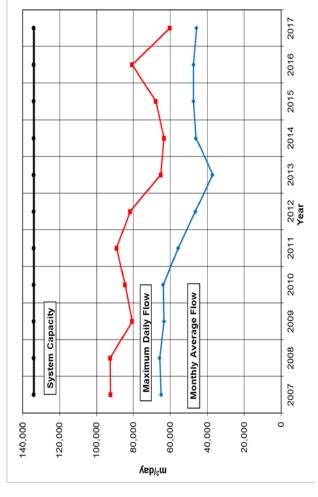
Month	Total Raw	Total Raw	Total Raw	Total Treated	Total	Total Treated
	Water	Water	Water Number	Water	Treated	Water Number
	Monthly	Maximum	of Days	Monthly	Water	of Days
	Average Flow	Daily Flow	Exceeding	Average Flow	Maximum	Exceeding
	Cubic metres	m³/day	Maximum Daily	m³/day	Daily Flow	Maximum Daily
	per day (m³/dav)		Flow		m³/day	Flow
January	47,762	56,031	0	44,573	53,592	0
February	46,419	52,744	0	42,719	50,511	0
March	44,938	51,384	0	41,774	47,466	0
April	45,214	48,727	0	41,820	45,667	0
May	50,111	63,003	0	44,241	56,488	0
June	54,465	65,138	0	50,887	59,570	0
A July	53,584	66,455	0	48,972	60,306	0
August	53,907	63,826	0	50,158	58,416	0
September	49,685	63,742	0	46,113	59,551	0
October	50,537	65,687	0	46,800	59,328	0
November	47,887	56,191	0	45,407	54,443	0
December	47,989	53,421	0	45,697	52,378	0
Annual Total	18,030,973			16,711,679		
Maximum		66,455			60,306	
Average	49,375			45,763		
% Capacity	37	20	0	34	45	
Permit to Take Water Limit		134,000				
Municipal Drinking Water					134,000	
Licence Limit						

Oshawa Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

Year	Monthly Average Flow	Maximum Daily	System Capacity m ³ /day
	cubic metres per day (m³/day)	Flow m³/day	
	65,035	92,421	134,000
	65,800	92,610	134,000
2009	63,474	80,714	134,000
	63,857	84,568	134,000
	55,790	89,049	134,000
	46,366	81,828	134,000
	37,155	65,193	134,000
	46,124	63,427	134,000
	47,429	67,944	134,000
	47,443	80,756	134,000
	45,763	60,306	134,000
Ochawa E	en e sed 11 No 11 has a ca	$^{3/d}$	Ochawa Dlant Niumber (No.)1 has a canacity of 27 000 $m^3/$ law. Dlant No. 2 has a canacity of 107 (

ん Oshawa Plant Number (No.)1 has a capacity of 27,000 m³/day. Plant No. 2 has a capacity of 107,000 m³/day. Only Plant No. 2 was さoperational during the reporting period.

Oshawa Drinking Water System Capacity and Treated Water Flow Graph



The Regional Municipality of Durham Whitby Drinking Water System 2017 Flow Data

Raw Process Water

Raw Industrial Water

Naw FLOCESS Wale	מוכו				מוכו	
Month	Raw Process Water Monthly Average Flow Cubic metres per day (m ³ /day)	Raw Process Water Maximum Daily Flow m³/day	Raw Process Water Number of Days Exceeding Maximum Daily Flow	Raw Industrial Water Monthly Average Flow m³/day	Raw Industrial Water Maximum Daily Flow m³/day	Raw Industrial Water Number of Days Exceeding Maximum Daily Flow
January	49,937	54,845	0	6,103	6,985	0
February	49,266	52,165	0	6,352	10,713	0
March	49,966	54,552	0	6,012	8,065	0
April	50,191	55,468	0	5,971	7,555	0
May	52,033	57,863	0	6,220	9,970	0
مune مالم ال	53,525	60,297	0	5,780	9,259	0
4 Aury	53,545	62,265	0	5,347	11,469	0
August	53,920	66,480	0	5,553	9,413	0
September	71,206	87,838	0	6,063	11,964	0
October	56,437	73,916	0	5,973	9,187	0
November	51,244	55,850	0	5,431	6,735	0
December	51,952	57,940	0	5,784	12,244	0
Annual Total	19,565,931			2,146,000		
Maximum		87,838			12,244	
Average	53,602			5,882		

The Regional Municipality of Durham Whitby Drinking Water System 2017 Flow Data

Total Raw Water

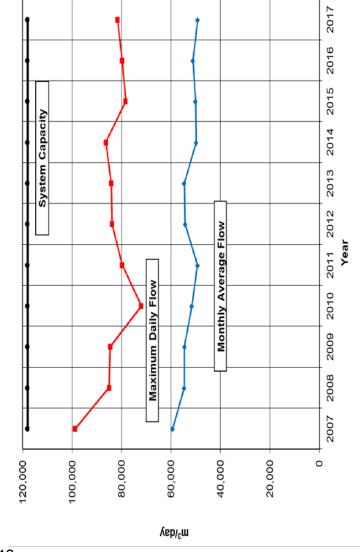
Treated Water

Month	Raw Water	Raw Water	Raw Water	Treated Water	Treated	Treated Water
	Monthly	Maximum Daily Flow	Number of	Monthly	Water	Number of Days
	Cubic metres	m³/day	Exceeding	m ³ /day	Daily Flow	Maximum Daily
	per day (m³/day)				III /uay	
January	56,359	61,843	0	45,422	48,111	0
February	55,971	60,135	0	45,046	47,408	0
March	56,271	59,245	0	45,925	50,526	0
April	56,453	61,627	0	46,135	52,658	0
May	58,566	62,577	0	48,109	52,690	0
June	59,586	69,911	0	49,435	55,917	0
July	59,174	73,149	0	48,515	56,837	0
August	28,785	71,418	0	48,809	59,176	0
⁷ September	77,624	100,090	0	65,560	81,622	0
October	62,717	79,206	0	52,086	68,062	0
November	56,976	60,985	0	47,584	51,337	0
December	58,051	65,741	0	48,321	51,640	0
Annual Total	21,824,981			17,975,579		
Maximum		100,090			81,622	
Average	59,794			49,246		
% Capacity	42	70		42	69	
Permit to Take Water Limit		144,000				
Municipal Drinking Water					118,000	

Whitby Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

Maximum Jaily Flow m³/day 85,022 85,022 84,604 79,712 79,712 83,824 83,824 83,824 84,127 84,127 86,351 79,744 79,744 81,622		Mandhly Arrenand Flam		C
59,404 98,800 54,678 85,022 54,582 84,604 51,587 72,013 51,587 72,013 51,587 72,013 51,587 72,013 51,587 72,013 54,348 83,824 54,348 83,824 54,348 83,824 54,657 84,127 49,822 86,351 60,101 78,362 50,101 79,744 51,136 79,744 49,246 81,622	Year	Montnly Average Flow cubic metres per day (m ³ /day)	waximum baliy Flow m³/day	oystem capacity m /ɑay
54,678 85,022 54,582 84,604 51,587 72,013 49,316 72,013 49,316 79,712 54,348 83,824 54,657 84,127 54,657 84,127 54,657 84,127 54,010 78,362 50,101 78,362 50,101 78,362 51,136 79,744 49,246 81,622	2007	59,404	98,800	118,000
54,582 84,604 51,587 72,013 51,587 72,013 49,316 79,712 54,348 83,824 54,348 83,824 54,657 84,127 49,822 86,351 50,101 78,362 50,101 78,362 51,136 79,744 49,246 81,622	2008	54,678	85,022	118,000
51,587 72,013 49,316 79,712 54,348 83,824 54,657 84,127 49,822 86,351 50,101 78,362 50,101 78,362 51,136 79,744 49,246 81,622	2009	54,582	84,604	118,000
49,316 79,712 54,348 83,824 54,57 84,127 54,657 84,127 49,822 86,351 50,101 78,362 51,136 79,744 49,246 81,622	2010	51,587	72,013	118,000
54,348 83,824 54,657 84,127 54,657 84,127 49,822 86,351 50,101 78,362 51,136 79,744 49,246 81,622	2011	49,316	79,712	118,000
54,657 84,127 49,822 86,351 50,101 78,362 51,136 79,744 49,246 81,622	2012	54,348	83,824	118,000
49,822 86,351 50,101 78,362 51,136 79,744 49,246 81,622	2013	54,657	84,127	118,000
50,101 78,362 51,136 79,744 49,246 81,622	2014	49,822	86,351	118,000
51,136 79,744 49,246 81,622	2015	50,101	78,362	118,000
49,246 81,622	2016	51,136	79,744	118,000
	2017	49,246	81,622	118,000

^bWhitby Drinking Water System Capacity and Treated Water Flow Graph



The Regional Municipality of Durham Beaverton Drinking Water System 2017 Flow Data

Raw Water (Pro-rated)

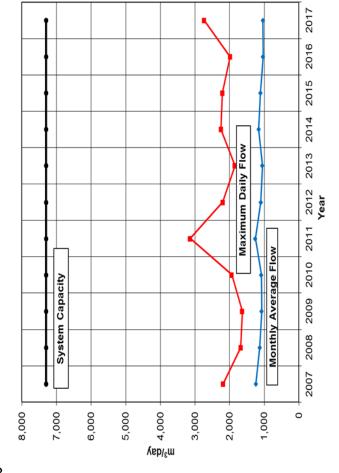
Treated Water (Pro-rated)

Month	Raw Water	Raw Water			Treated	Treated Water
	Monthly	Maximum	er of		Water	Number of Days
	Average Flow	Dally Flow			Maximum Daily Flow	Exceeding Maximum Daily
	per day	rated	Maximum Daily	rated	m ³ /day Pro-	Flow
	(m³/day) Pro- rated				rated	
January	925	1,281	0	827	1,050	0
February	1,070	1,523	0	984	1,385	0
March	1,349	1,677	0	1,256	1,436	0
April	1,347	1,652	0	1,216	1,372	0
May	1,424	1,930	0	1,270	1,426	0
June	1,323	1,794	0	1,196	1,519	0
Anly Ville	1,264	1,715	0	1,132	1,563	0
August	1,275	1,947	0	1,105	1,855	0
September	1,147	1,580	0	1,002	1,370	0
October	1,029	1,784	0	819	1,026	0
November	998	2,924	0	835	2,740	0
December	946	1,177	0	825	980	0
Annual Total	430,674			379,820		
Maximum		2,924			2,740	
Average	1,175			1,039		
% Capacity	16	40		14	38	
Permit to Take Water Limit		7,300				
Minicipal					006 2	
municipal Drinking Water Licence Limit					0000,7	

The Regional Municipality of Durham Reaverton Drinking Water System Canacity and Tree

Year	Monthly Average Flow	Maximum Daily	System Capacity m³/day
	cupic metres per day (m³/day) Pro-rated	riow m /day rro- rated	
2007	1,245	2,191	7,300
2008	1,129	1,679	7,300
2009	1,076	1,636	7,300
2010	1,085	1,939	7,300
2011	1,259	3,143	7,300
2012	1,101	2,202	7,300
2013	1,057	1,850	7,300
2014	1,161	2,251	7,300
2015	1,112	2,208	7,300
2016	1,034	1,989	7,300
2017	1,039	2,740	7,300

 $^{5}_{\infty}$ Beaverton Drinking Water System Capacity and Treated Water Flow Graph



Well Number (No.) 7* Raw Water

Well No. 8 Raw Water

Month	Well No. 7	Well No. 7	Well No. 7	Well No. 7	Well No. 8	Well No. 8	Well No. 8	Well No. 8
	Raw	Raw Water	Raw Water	Raw Water	Raw	Raw	Raw Water	Raw Water
	Water	Monthly	Maximum	Number of	Water	Water	Maximum	Number of
	Maximum	Average	Daily Flow	Days	Maximum	Monthly	Daily Flow	Days
	Taken per	Flow cubic	m³/day Pro-	Exceeding	Taken per	Average	m³/day Pro-	Exceeding
	Minute (litree)	metres per dav (m ³ /dav)	rated	Maximum Flow (days)	Minute (litree)	Flow m ³ /dav	rated	Maximum Flow (days)
		Pro-rated			(com)	Pro-rated		
January	0	0	0	0	540	118	181	0
February	0	0	0	0	552	110	142	0
March	0	0	0	0	564	95	134	0
April	0	0	0	0	578	81	132	0
May	0	0	0	0	585	94	145	0
မ် June	0	0	0	0	585	107	217	0
July	0	0	0	0	594	87	130	0
August	0	0	0	0	580	94	140	0
September	0	0	0	0	580	96	138	0
October	0	0	0	0	558	118	172	0
November	0	0	0	0	567	104	144	0
December	0	0	0	0	563	106	151	0
Annual Total						36,499		
Maximum					594		217	
Average						101		
% Capacity					28	10	22	
Permit to Take Water Limit			985		684		985	
*Well No. 7 not in service.	in service.							

The Regional Municipality of Durham Blackstock Drinking Water System 2017 Flow Data

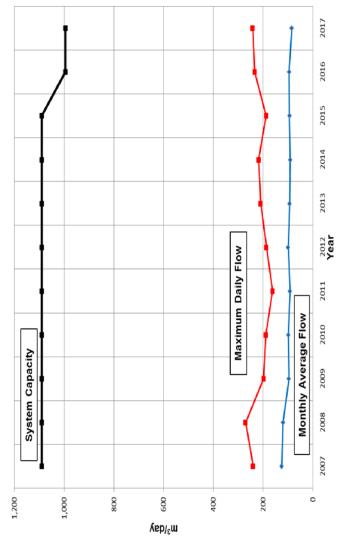
Reservoir/System Total Treated Water

Month	Monthly	Maximum	Number of
	Average Flow cubic metres per day (m ³ /day) Pro- rated	Daily Flow m³/day Pro-rated	Days Exceeding Maximum Flow
January	106	179	0
February	95	122	0
March	80	115	0
April	62	108	0
May	77	123	0
June	91	242	0
S July	69	87	0
August	74	16	0
September	76	103	0
October	103	136	0
November	87	123	0
December	92	140	0
Total	30,516		
Maximum		242	
Average	84		
% Capacity	8	24	
Municipal Drinking Water Licence Limit		994	

Blackstock Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

Year	Monthly Average Flow	Maximum Daily Flow	System Capacity
	cubic metres per day (m³/day) Pro-rated	m³/day Pro-rated	m³/day
2007	125	240	1,089
2008	120	271	1,089
2009	96	198	1,089
2010	98	189	1,089
2011	92	162	1,089
2012	66	187	1,089
2013	93	210	1,089
2014	91	218	1,089
2015	94	188	1,089
2016	65	234	664*
2017	84	242	994*

22 Blackstock Drinking Water System Capacity and Treated Water Flow Graph



The Regional Municipality of Durham **Bowmanville Drinking Water System** 2017 Flow Data

Raw Water

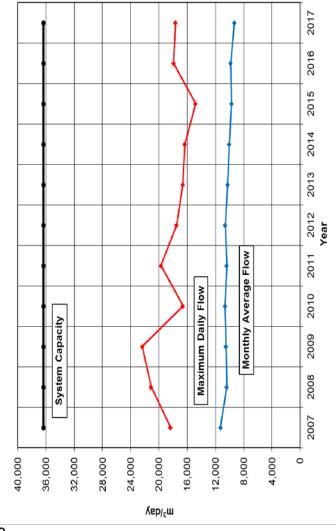
Raw Water			F	Treated Water		
Month	Raw Water Monthly Average Flow	Raw Water Maximum Daily Flow		Treated Water Monthly Average Flow	Treated Water Maximum	Treated Water Number of Days Exceeding
	Cubic metres	m³/day	ding	m³/day	Daily Flow	Maximum Daily
	per day (m³/day)		Maximum Daily Flow		m³/day	Flow
January	9,432	12,776	0	8,766	12,308	0
February	9,342	13,611	0	8,642	13,136	0
March	9,116	11,652	0	8,482	11,377	0
April	9,257	11,916	0	8,558	11,464	0
May	9,836	15,349	0	9,142	17,659	0
June	10,836	15,767	0	10,108	15,170	0
July	10,921	14,163	0	10,280	14,017	0
August	10,948	13,789	0	10,294	12,797	0
September	11,044	13,490	0	10,375	12,430	0
October	9,879	12,744	0	9,264	11,690	0
November	9,676	10,900	0	8,899	10,515	0
December	9,757	12,590	0	9,046	12,211	0
Annual Total	3,652,545			3,403,644		
Maximum		15,767			17,659	
Average	10,004			9,321		
% Capacity	21	33		26	49	
Permit to Take Water Limit		47,700				
Municipal Drinking Water Licence Limit					36,368	

The Regional Municipality of Durham Bowmanville Drinking Water Svstem Capac

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Year	Monthly Average Flow	Maximum Daily Flow m³/dav	System Capacity m ³ /day
	(m ³ /day)		
2007	11,300	18,370	36,368
2008	10,407	21,106	36,368
2009	10,511	22,348	36,368
2010	10,631	16,607	36,368
2011	10,394	19,710	36,368
2012	10,611	17,518	36,368
2013	10,280	16,633	36,368
2014	10,051	16,333	36,368
2015	9,722	14,815	36,368
2016	9,858	17,935	36,368
2017	9,321	17,659	36,368

Bowmanville Drinking Water System Capacity and Treated Water Flow Graph



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The Regional Municipality of Durham Cannington Drinking Water System 2017 Flow Data

Well Number (No.) 2 Raw Water

*Well No. 2 Treated Water

•							
Month	Well No. 2 Raw Water Maximum Taken per Minute (litres)	Well No. 2 Raw Water Monthly Average Flow Cubic metres per day (m ³ /day) Pro- rated	Well No. 2 Raw Water Maximum Daily Flow m³/day Pro- rated	Well No. 2 Raw Water Number of Days Exceeding Maximum Daily Flow	Well No. 2 Treated Water Monthly Average Flow m³/day Pro- rated	Well No. 2 Treated Water Maximum Daily Flow m³/day Pro- rated	Well No. 2 Treated Water Number of Days Exceeding Maximum Daily Flow
January	80	50	62	0	50	62	0
February	80	53	63	0	53	63	0
March	80	61	66	0	61	66	0
April	80	63	71	0	63	71	0
May	80	61	83	0	62	83	0
aunc the	80	53	20	0	54	20	0
July	80	55	90	0	55	90	0
August	80	55	67	0	55	67	0
September	80	58	79	0	58	79	0
October	80	58	76	0	58	76	0
November	80	54	63	0	54	63	0
December	80	22	84	0	55	84	0
Annual Total		20,158			20,158		
Maximum	80		60			90	
Average		56			56		
% Capacity	95	46	74		11	18	
Permit to Take Water Limit	84		121				
Municipal Drinking Water Licence Limit						510**	
		more coloritorial by a standard from	10.0				

**Limit is combined for Wells 2 & 7.

Attachment #1 to Report #2018-COW-34

Well Number (No.) 7 Raw Water	o.) 7 Raw Wat	er			*Well No. 7 Treated Water	ated Water	
Month	Well No. 7 Raw Water Maximum Taken per Minute (litres)	Well No. 7 Raw Water Monthly Average Flow Cubic metres per day (m ³ /day) Pro- rated	Well No. 7 Raw Water Maximum Daily Flow m³/day Pro- rated	Well No. 7 Raw Water Number of Days Exceeding Maximum Daily Flow	Well No. 7 Treated Water Monthly Average Flow m³/day Pro- rated	Well No. 7 Treated Water Maximum Daily Flow m³/day Pro- rated	Well No. 7 Treated Water Number of Days Exceeding Maximum Daily Flow
January	260	173	211	0	173	211	0
February	260	150	213	0	180	213	0
March	260	210	229	0	210	229	0
April	260	218	245	0	218	245	0
May	265	216	283	0	216	283	0
d June	260	180	243	0	186	243	0
^႕ July	260	188	306	0	188	306	0
August	260	190	228	0	190	228	0
September	260	198	267	0	198	267	0
October	260	198	256	0	198	256	0
November	260	182	213	0	182	213	0
December	260	183	281	0	183	281	0
Annual Total		70,169			70,169		
Maximum	265		306			306	
Average		191			194		
% Capacity	98	49	79		38	60	
Permit to Take Water Limit	270		389				
Municipal Drinking Water Licence Limit						510**	

**Treated water volumes calculated by subtracting waste from raw water volumes.

The Regional Municipality of Durham Cannington Drinking Water System 2017 Flow Data

*Well Numbers (No.) 2 and 7 Treated Water

and neared Water MonthlyWater Water Maximum Average Flow Daily Flow m³/day Pro- rated m³/day Pro- rated 233Water Maximum and readed m³/day Pro- rated 23320022327327323327527523327527523327331624529531624529412383663472563472962383653472502763962507839625078396250787825078782507878250787825078782507878250787825078782507878250787825078782507878250<	Month	Well No. 2	Well No. 2	Well No. 2 and
Average Flow Cubic metresDaily Flow m³/day Pro- ratedCubic metres per day (m³/day) Pro- ratedm³/day Pro- m³/day Pro- ratedary223273ary223273cubic metres316h271295cubic metres316cubic metres316cubic metres316cubic metres316cubic metres223cubic metres273cubic metres233cubic metres280cubic metres316cubic metres241cubic metres243cubic metres243cubic metres243cubic metres245cubic metres245cubic metres245cubic metres245cubic metres236cubic metres336cibic metres336cibic metres336cipal510cipal510cipal510		ang / rreated Water Monthly	ana / rreated Water Maximum	/ Ireated Water Number of Days
per day (m³/day) Pro- rated rated ary 223 275 uary 233 275 280 316 316 281 241 313 245 243 366 245 243 366 245 243 366 256 347 313 256 347 313 256 347 365 21 366 365 238 365 365 238 365 365 238 365 366 241 30,327 366 366 366 366 366 366 366 368 366 <td< th=""><th></th><th>Average Flow Cubic metres</th><th>Daily Flow m³/day Pro-</th><th>Exceeding Maximum Daily</th></td<>		Average Flow Cubic metres	Daily Flow m³/day Pro-	Exceeding Maximum Daily
ary 223 273 uary 233 275 nary 271 295 280 316 316 271 241 313 278 366 347 ember 256 347 ber 256 347 umber 236 365 all Total 90,327 365 umm 250 366 age 250 366 othoacity 49 78 othoacity 49 78 othoacity 49 78 othoacity 49 78 otho		per day (m³/day) Pro- rated	rated	Flow
uary 233 275 h 271 295 h 271 295 280 316 316 280 316 316 278 366 313 278 366 313 278 366 313 241 313 396 121 245 294 245 294 313 256 347 396 121 245 294 131 245 294 141 256 332 150 365 365 16 90,327 365 16 90,327 365 16 90,327 366 16 90,327 366 17 90,327 366 18 90,327 366 17 90,327 366 18 90,327 366 19 90,327 366 10 78 78 10 78	January	223	273	0
In 271 295 280 316 280 316 280 316 278 366 278 366 241 313 243 396 245 294 245 294 245 294 245 294 245 294 245 294 256 347 ber 256 256 347 ber 256 256 347 ber 256 260 376 all Total 90,327 all Total 90,327 age 250 age 250 age 250 age 78 pacity 49 78 78 70 78 710 78	February	233	275	0
280 316 278 366 278 366 241 313 241 313 241 313 241 313 241 313 241 313 245 396 121 245 245 294 210 347 210 347 210 347 210 256 210 347 210 347 210 347 210 347 210 347 210 347 210 332 211 305 211 306 210 396 210 396 210 396 210 396 210 396 210 396 210 396 210 396 210 396 210 396 210 3	March	271	295	0
278 366 241 313 241 313 241 313 241 313 st 243 243 396 st 243 st 243 st 243 st 243 st 245 st 245 st 245 st 247 ber 256 332 347 ber 236 st 236 st 236 st 236 st 236 st 365 all Total 90,327 all Total 90,327 st 366 age 250 age 250 st 78 pacity 49 rcipal 510 rce Limit 510	April	280	316	0
241 313 243 396 Ist 245 396 Ist 245 294 Ist 256 347 Ist 238 365 Ist 238 365 Ist 305 365 Ist 306 396 Ist 250 78 Ist 49 78 Ist 10 78 Ist 10 78 Ist 10 10	Ray Ray	278	366	0
243 396 ist 245 396 ist 245 294 ember 256 347 ber 256 347 ber 256 347 ber 256 332 imber 236 376 imber 238 276 imber 238 365 imber 238 365 imber 238 365 ial Total 90,327 396 ial Total 90,327 396 mum 250 78 iage 250 78 iage 250 78 iage 250 78 ingusty 49 78 cipal 510 78 ingusty 49 78 ingusty 510 70	June	241	313	0
245 294 256 347 256 347 256 347 256 347 256 347 256 347 236 376 238 365 al 90,327 396 396 49 78 ater 510	July	243	396	0
256 347 256 332 256 332 236 276 238 365 al 90,327 396 396 49 78 ater 510	August	245	294	0
256 332 236 276 238 276 238 365 al 90,327 396 250 396 78 49 78 78 ater 510 510	September	256	347	0
236 276 238 276 238 365 al 90,327 250 396 250 78 49 78 ater 510	October	256	332	0
238 365 al 90,327 365 1 396 396 250 78 78 49 78 78 ater 510 510	November	236	276	0
al 90,327 250 49 ater ater	December	238	365	0
250 250 49 ater	Annual Total	90,327		
250 49 ater nit	Maximum		396	
49 ater nit	Average	250		
ater nit	% Capacity	49	78	
Licence Limit	Municipal Drinking Water		510	
	Licence Limit			

*Treated water volumes calculated by subtracting waste from raw water volumes.

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The Regional Municipality of Durham Cannington Drinking Water System 2017 Flow Data

Well Number (No.) 3 Raw Water

*Well No. 3 Treated Water

Month	Well No. 3 Raw Water Maximum Taken per Minute	Well No. 3 Raw Water Monthly Average Flow Cubic metres	Well No. 3 Raw Water Maximum Daily Flow m ³ /dav Pro-		Well No. 3 Treated Water Monthly Average Flow m ³ /dav Pro-	Well No. 3 Treated Water Maximum Dailv Flow	Well No. 3 Treated Water Number of Days Exceeding Maximum Dailv
	(litres)	per day (m³/day) Pro- rated	rated	Flow	rated	m³/day Pro- rated	Flow
January	175	114	140	0	114	140	0
February	180	118	137	0	118	137	0
March	170	133	156	0	133	156	0
April	170	137	163	0	137	163	0
May	170	127	166	0	135	166	0
d June	170	139	235	0	139	235	0
July	170	138	213	0	138	213	0
August	170	122	152	0	122	152	0
September	170	129	178	0	129	178	0
October	170	126	161	0	126	161	0
November	170	121	138	0	121	138	0
December	170	117	154	0	117	154	0
Annual Total		46,203			46,203		
Maximum	175		235			235	
Average		127			127		
% Capacity	26	49	91		49	91	
Permit to Take Water Limit	180		259				
Municipal Drinking Water Licence Limit						259	
*T************************************			the factor is a second s				

*Treated water volumes calculated by subtracting waste from raw water volumes.

The Regional Municipality of Durham	rinking Water System	ġ
The Regional Municip	Cannington Drinking Water System	2017 Flow Data

*Well Number (No.) 4 Raw Water

**Well No. 4 Treated Water

Attachment #1 to Report #2018-COW-34

Month	Well No. 4 Raw Water Maximum Taken per Minute (litres)	Well No. 4 Raw Water Monthly Average Flow Cubic metres per day (m ³ /day) Pro- rated	Well No. 4 Raw Water Maximum Daily Flow m ³ /day Pro- rated	Well No. 4 Raw Water Number of Days Exceeding Maximum Daily Flow	Well No. 4 Treated Water Monthly Average Flow m³/day Pro- rated	Well No. 4 Treated Water Maximum Daily Flow m³/day Pro- rated	Well No. 4 Treated Water Number of Days Exceeding Maximum Daily Flow
January	190	62	118	0	61	118	0
February				0			0
March				0			0
April				0			0
May				0			0
ပ္တံ June				0			0
July				0			0
August				0			0
September				0			0
October				0			0
November				0			0
December				0			0
Annual Total		781			781		
Maximum	190		118			118	
Average		62			61		
% Capacity	66	22	43		22	43	
Permit to Take Water Limit	192		277				
Municipal Drinking Water Licence Limit						276	
*///OII NIO / Offlin		*Moll No / offling of January 7 due to incufficient contact time requirements	iont contact time				

**Treated water volumes calculated by subtracting waste from raw water volumes. *Well No. 4 offline as of January 7 due to insufficient contact time requirements.

The Regional Municipality of Durham	Cannington Drinking Water System	ata
he Regional Munici	annington Drinking	2017 Flow Data

Well Number (No.) 8 Raw Water

*Well No. 8 Treated Water

Month	Well No. 8 Raw Water Maximum Taken per Minute (litres)	Well No. 8 Raw Water Monthly Average Flow Cubic metres per day (m ³ /day) Pro- rated	Well No. 8 Raw Water Maximum Daily Flow m³/day Pro- rated	Well No. 8 Raw Water Number of Days Exceeding Maximum Daily Flow	Well No. 8 Treated Water Monthly Average Flow m³/day Pro- rated	Well No. 8 Treated Water Maximum Daily Flow m³/day Pro- rated	Well No. 8 Treated Water Number of Days Exceeding Maximum Daily Flow
January	420	258	324	0	258	324	0
February	420	269	319	0	269	319	0
March	420	286	311	0	286	311	0
April	380	294	328	0	294	328	0
May	370	295	377	0	295	377	0
များ ကို June	390	288	488	0	288	488	0
July	370	278	445	0	278	445	0
August	370	247	294	0	247	294	0
September	370	254	333	0	254	333	0
October	370	256	298	0	256	298	0
November	370	242	289	0	242	289	0
December	370	236	272	0	236	272	0
Annual Total		97,594			97,594		
Maximum	430		488			488	
Average		267			267		
% Capacity	26	33	60		33	60	
Permit to Take Water Limit	568		818				
Municipal Drinking Water Licence Limit						818	
*T************************************							

*Treated water volumes calculated by subtracting waste from raw water volumes.

The Regional Municipality of Durham Cannington Drinking Water System 2017 Flow Data

Total System Raw Water

*Total System Treated Water

Month	Raw Water Monthly Average Flow Cubic metres per day (m ³ /day) Pro- rated	Raw Water Maximum Daily Flow m³/day Pro- rated	Raw Water Number of Days Exceeding Maximum Daily Flow	Treated Water Monthly Average Flow m³/day Pro- rated	Treated Water Maximum Daily Flow m³/day Pro- rated	Treated Water Number of Days Exceeding Maximum Daily Flow
January	616	718	0	615	718	0
February	620	719	0	620	718	0
March	691	737	0	690	735	0
April	712	800	0	711	800	0
May	682	774	0	680	774	0
June	653	754	0	652	752	0
Aluly 0	643	740	0	643	740	0
[™] August	614	681	0	614	681	0
September	640	857	0	640	857	0
October	638	790	0	638	790	0
November	599	682	0	598	682	0
December	592	724	0	591	724	0
Annual Total	234,905			234,905		
Maximum		857			857	
Average	642			641		
% Capacity	34	46		34	46	
	-					

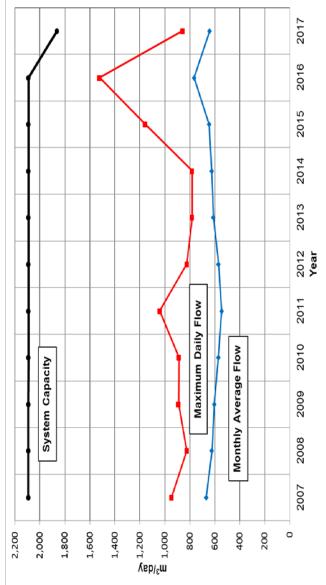
*Treated water volumes calculated by subtracting waste from raw water volumes.

The Regional Municipality of Durham

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Year	Monthly Average Flow	Maximum Daily	System Capacity m ³ /day
	cubic metres per day (m³/dav) Pro-rated	Flow m³/day Pro- rated	
2007	669	947	2,093
	623	824	2,093
	605	890	2,093
	572	887	2,092
2011	546	1,041	2,092
	570	824	2,092
	611	781	2,092
	625	782	2,092
	645	1,157	2,092
	765	1,523	2,092
	641	857	1,863*
.*Canacity	*Canacity changed due to decommissioning of Wall 6	oning of Wall 6	

^D^C Capacity changed due to decommissioning of Well 6. ^C Cannington Drinking Water System Capacity and Treated Water Flow Graph



Attachment #1 to Report #2018-COW-34

The Regional Municipality of Durham Greenbank Drinking Water System 2017 Flow Data

Well Number (No.) 1 Raw Water

Well No. 3 Raw Water

Month	Well No. 1	Well No. 1	Well No. 1	Well No. 1	Well No 3	Well No	Well No 3	Well No 3
	Raw	Raw Water	Raw Water	Raw Water	Raw Water	3 Raw	Raw Water	Raw Water
	Water Maximum	Monthly Average	Maximum Daily Flow	Number of Days	Maximum Taken per	Water Monthly	Maximum Daily Flow	Number of Days
	laken per Minute (litres)	Flow cubic metres per (day m³/day) Pro-rated	rated	Exceeding Maximum Flow (days)	Minute (litres)	Average Flow m³/day Pro-rated	m/day Pro- rated	Exceeding Maximum Flow (days)
January	65	17	23	0	78	25	33	0
February	60	17	23	0	78	22	31	0
March	60	17	29	0	78	24	43	0
April	60	18	25	0	78	26	37	0
A May	60	21	28	0	78	29	43	0
June	60	23	35	0	78	32	59	0
July	60	20	26	0	80	29	38	0
August	09	19	25	0	08	28	37	0
September	60	23	48	0	08	35	76	0
October	60	19	27	0	80	27	37	0
November	60	18	24	0	08	27	35	0
December	09	19	23	0	08	29	34	0
Annual Total		7,021				10,165		
Maximum	65		48		80		76	
Average		19				28		
% Capacity	93	19	48		88	21	58	
Permit to Take Water Limit	02		101		16		130	

The Regional Municipality of Durham Greenbank Drinking Water System	Well Number (No.) 4 Raw Water
The R Green	Mell Nu

Well No. 5 Raw Water

Month	Well No. 4 Raw Water Maximum Taken per Minute (litres)	Well No. 4 Raw Water Monthly Average Flow cubic metres per day (m ³ /day) Pro-rated	Well No. 4 Raw Water Maximum Daily Flow m ³ /day Pro- rated	Well No. 4 Raw Water Number of Days Exceeding Maximum Flow (days)	Well No. 5 Raw Water Maximum Taken per Minute (litres)	Well No. 5 Raw Water Monthly Average Flow m³/day Pro-rated	Well No. 5 Raw Water Maximum Daily Flow m³/day Pro- rated	Well No. 5 Raw Water Number of Days Exceeding Maximum Flow (days)
January	60	19	26	0	65	16	22	0
February	60	19	25	0	57	16	21	0
March	61	19	32	0	60	17	27	0
April	61	20	29	0	60	18	27	0
May	62	23	37	0	60	20	33	0
S June	61	25	39	0	60	22	36	0
July	61	22	28	0	61	21	28	0
August	61	20	27	0	62	20	27	0
September	60	25	54	0	61	25	54	0
October	60	20	27	0	61	20	26	0
November	60	20	25	0	61	19	25	0
December	60	21	26	0	60	20	43	0
Annual Total		7,720				7,146		
Maximum	62		54		65		54	
Average		21				20		
% Capacity	91	21	55		96	20	55	
Permit to Take Water Limit	68		66		68		66	

Attachment #1 to Report #2018-COW-34

The Regional Municipality of Durham Greenbank Drinking Water System 2017 Flow Data

Well Number (No.) 6 Raw Water

Month	Well No. 6 Raw Water	Well No. 6 Raw Water Monthly	Well No. 6 Raw Water	Well No. 6 Raw Water Number of
	Maximum Taken per Minute (litres)	Average Flow cubic metres per day (m³/day) Pro-rated	Maximum Daily Flow m ³ /day Pro- rated	Days Exceeding Maximum Flow (days)
January	83	27	35	0
February	87	27	56	0
March	88	25	35	0
April	82	28	40	0
May	85	32	52	0
June	85	35	53	0
2 S July	84	30	40	0
* August	82	28	37	0
September	80	34	74	0
October	80	26	37	0
November	80	26	33	0
December	80	29	36	0
Annual Total		10,538		
Maximum	88		74	
Average		29		
% Capacity	97	22	57	
Permit to Take Water I imit	91		130	

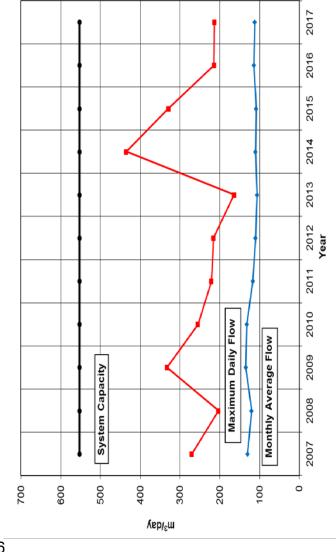
Reservoir/System Total Treated Water

Month	Treated Water Monthly Average Flow cubic metres per day (m3/day) Pro-rated	Treated Water Maximum Daily Flow m³/day Pro-rated	Treated Water Number of Days Exceeding Maximum Flow (davs)
January	98	111	0
February	101	165	0
March	101	111	0
April	105	121	0
May	124	187	0
June	135	214	0
July	118	135	0
August	113	132	0
September	118	137	0
October	107	121	0
November	108	124	0
December	114	125	0
Annual Total	40,703		
Maximum		214	
Average	112		
% Capacity	20	39	
Permit to Take Water Limit			
Municipal Drinking Water		553	

The Regional Municipality of Durham Greenbank Drinking Water System Capacity and Treated Water Flow Data

Year	Monthly Average Flow	Maximum Daily Flow	System Capacity
	cubic metres per day (m³/day) Pro-rated	m³/day Pro-rated	m ³ /day
2007	130	270	553
2008	120	203	553
2009	135	332	553
2010	132	255	553
2011	117	221	553
2012	110	216	553
2013	106	164	553
2014	110	435	553
2015	108	329	553
2016	114	215	553
2017	112	214	553

 $_{90}^{20}$ Greenbank Drinking Water System Capacity and Treated Water Flow Graph



Attachment #1 to Report #2018-COW-34

The Regional Municipality of Durham Newcastle Drinking Water System 2017 Flow Data

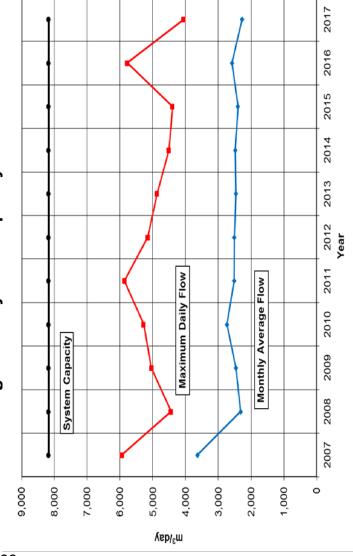
Paw Water

Raw Water				Treated Water		
Month	Raw Water Monthly Average Flow Cubic metres per day (m³/dav)	Raw Water Maximum Daily Flow m³/day	Raw Water Number of Days Exceeding Maximum Daily Flow	Treated Water Monthly Average Flow m³/day	Treated Water Maximum Daily Flow m³/day	Treated Water Number of Days Exceeding Maximum Daily Flow
January	2,230	3,084	0	2,084	2,948	0
February	2,205	3,240	0	2,058	3,054	0
March	2,209	3,149	0	2,053	2,990	0
April	2,299	3,384	0	2,147	3,254	0
May	2,492	3,870	1	2,326	3,356	0
June	2,634	4,163	0	2,504	4,056	0
July	2,664	3,932	0	2,539	3,797	0
August	2,587	3,537	0	2,454	3,376	0
September	2,732	4,131	0	2,598	3,939	0
October	2,353	3,343	0	2,228	3,222	0
November	2,225	3,232	0	2,090	3,078	0
December	2,315	3,534	0	2,183	3,318	0
Annual Total	880,773			829,680		
Maximum		4,163			4,056	
Average	2,412			2,272		
% Capacity	29	51		28	50	
Permit to Take Water Limit		8,180				
Municipal Drinking Water Licence Limit					8,173	

Newcastle Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

			of seem capacity in laay
	cubic metres per day (m³/day)	Flow m³/day	
		5,940	8,173
		4,442	8,173
		5,040	8,173
		5,276	8,173
		5,862	8,173
		5,149	8,173
2013 2,457		4,868	8,173
		4,504	8,173
2015 2,398		4,398	8,173
2016 2,579		5,777	8,173
2017 2,272		4,056	8,173

²⁰Newcastle Drinking Water System Capacity and Treated Water Flow Graph



Attachment #1 to Report #2018-COW-34

Well Number (No.) 3* Raw Water	Vo.) 3* Raw V	Vater			Well No. 4* Raw Water	aw Water		
Month	Well No. 3 Raw Water Maximum Taken per Minute (litres)	Well No. 3 Raw Water Monthly Average Flow cubic metres per day (m ³ /day) Pro-rated	Well No. 3 Raw Water Maximum Daily Flow m ³ /day Pro- rated	Well No. 3 Raw Water Number of Days Exceeding Maximum Flow (days)	Well No. 4 Raw Water Maximum Taken per Minute (litres)	Well No. 4 Raw Water Monthly Average Flow m³/day Pro- rated	Well No. 4 Raw Water Maximum Daily Flow m³/day Pro- rated	Well No. 4 Raw Water Number of Days Exceeding Maximum Flow (days)
January	744	336	417	0	780	234	373	0
February	744	390	493	0	744	383	450	0
March	744	399	511	0	756	391	481	0
April	744	276	573	0	744	307	631	0
6 May	744	271	559	0	720	277	332	0
June	744	341	475	0	720	300	400	0
July	756	395	523	0	738	372	523	0
August	774	406	512	0	738	433	487	0
September	732	430	535	0	720	449	574	0
October	738	360	430	0	720	360	428	0
November	744	303	400	0	720	291	363	0
December	744	291	361	0	732	274	300	0
Annual Total		94,726				33,328		
Maximum	774		573		780		631	
Average		350				339		
% Capacity	85	40	66		86	39	72	
Permit to Take Water	606		873		606		873	
Limit Limit Limit Limit Limit Limit Limit			-					

*Well cannot be run for more than sixteen hours per day.

Attachment #1 to Report #2018-COW-34

The Regional Municipality of Durham Orono Drinking Water System 2017 Flow Data

Well Number (No.) 5* Raw Water	Raw Water			System Total Treated Water**	Vater**	
Month	Well No. 5 Raw Water Monthly Average Flow cubic metres per day (m ³ /day) Pro- rated	Well No. 5 Raw Water Maximum Daily Flow m ³ /day Pro-rated	Well No. 5 Raw Water Number of Days Exceeding Maximum Flow (days)	System Total Treated Water Monthly Average Flow m³/day Pro- rated	System Total Treated Water Maximum Daily Flow m³/day Pro-rated	System Total Treated Water Number of Days Exceeding Maximum Daily Flow (days)
January	0	0	0	331	417	0
February	0	0	0	383	493	0
March	0	0	0	390	511	0
April	0	0	0	288	631	0
May	0	0	0	285	559	0
Pune 2	0	0	0	334	459	0
July	0	0	0	397	519	0
August	0	0	0	409	512	0
September	0	0	0	429	556	0
October	0	0	0	356	430	0
November	0	0	0	294	400	0
December	0	0	0	282	361	0
Annual Total				125,948		
Maximum					631	
Average				348		
% Capacity				20	36	
Permit to Take Water Limit		873				
Municipal Drinking Water Licence Limit					873/1,745***	
*Wall not in service						

Well not in service

Treated water volumes calculated by subtracting waste from raw water volumes *The rated capacity can be increased to 1,745 m³/day for up to 90 days per calendar year

The Regional Municipality of Durham

Orono Drinking Water System

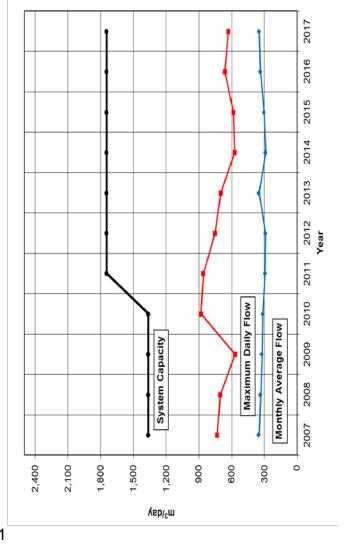
2017 Flow Data

Orono Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

Year	Monthly Average Flow	Maximum Pro-rated	System Capacity
	cubic metres per day (m³/day) Pro-rated	Daily Flow m³/day	m³/day
2007	350	733	1,364
2008	333	703	1,364
2009	322	568	1,364
2010	314	882	1,364
2011	292	858	1,745*
2012	289	751	1,745*
2013	350	669	1,745*
2014	288	572	1,745*
2015	301	584	1,745*
2016	336	661	1,745*
2017	348	631	1,745*
*TL	*The initial connective and he increased to 4-74E m ^{3/} days and even allow 00 days and and	10 1 7 15 m3/devi act evera	

The rated capacity can be increased to 1,745 m³/day not exceeding 90 days per calendar year.

20 Drono Drinking Water System Capacity and Treated Water Flow Graph



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The Regional Municipality of Durham Port Perry Drinking Water System 2017 Flow Data

Well Number (No.) 3 Raw and Treated Water

Well No. 5 Raw and Treated Water

					Well NO. 3 May and 11 cared Wale			
Month	Well No. 3 Maximum Taken per Minute (litres)	Well No. 3 Monthly Average Flow cubic metres per day (m³/day) Pro-rated	Well No. 3 Maximum Daily Flow m³/day Pro- rated	Well No. 3 Raw Water Number of Days Exceeding Maximum Flow (days)	Well No. 5 Maximum Taken per Minute (litres)	l No. hthly rage v fay d	Well No. 5 Maximum Daily Flow m³/day Pro- rated	Well No. 5 Number of Days Exceeding Maximum Flow (days)
January	1,750	159	403	0	1,750	166	408	0
February	1,700	275	1,075	0	1,750	786	1,093	0
March	1,700	584	1,265	0	1,700	586	1,269	0
April	1,700	305	1,245	0	1,700	308	1,256	0
May	1,700	394	1,204	0	1,700	397	1,207	0
⁵ June	1,700	188	437	0	1,725	190	444	0
July	1,700	171	277	0	1,700	173	276	0
August	1,700	194	664	0	1,700	196	676	0
September	1,700	605	907	0	1,700	603	894	0
October	1,700	753	1,385	0	1,700	751	1,390	0
November	1,700	221	892	0	1,700	222	879	0
December	1,700	179	236	0	1,700	181	244	0
Annual Total		123,603				124,052		
Maximum	1,750		1,385		1,750		1,390	
Average		377				380		
% Capacity	96	14	53		96	15	53	
Permit to Take Water Limit	1,817		2,617		1,817		2,617	
Municipal Drinking			2,618				2,618	
water Licence Limit								

Well Number (I	No.) 6 Raw al	Well Number (No.) 6 Raw and Treated Water	er		System Total Treated Water	reated Water	
Month	Well No. 6 Maximum Taken per Minute (litres)	Well No. 6 Monthly Average Flow cubic metres per day (m ³ /day) Pro-rated	Well No. 6 Maximum Daily Flow m³/day Pro- rated	Well No. 6 Raw Water Number of Days Exceeding Maximum Flow (days)	Treated Water Monthly Average Flow m ³ /day Pro-rated	Treated Water Maximum Daily Flow m³/day Pro-rated	Treated Water Number of Days Exceeding Maximum Flow (days)
January	3,900	1,687	2,185	0	1,975	2,185	0
February	3,900	2,081	2,383	0	2,081	2,383	0
March	3,900	1,742	2,056	0	2,106	2,578	0
April	3,900	1,729	1,971	0	2,091	2,501	0
May	4,320	2,019	2,471	0	2,354	2,738	0
June	4,200	2,072	2,842	0	2,450	3,093	0
<u>S</u> July	4,200	1,982	2,454	0	2,325	2,797	0
August	4,200	1,896	2,495	0	2,286	2,726	0
September	4,200	3,525	4,327	0	5,394	4,733	0
October	4,200	3,797	4,345	0	5,300	6,724	0
November	4,200	1,999	3,819	0	2,441	5,304	0
December	4,200	1,723	2,079	0	2,072	2,355	0
Annual Total		733,490			981,145		
Maximum	4,320		4,345			6,724	
Average		2,188			2,740		
% Capacity	92	33	66		23	57	
Permit to Take Water Limit	4,543		6,542				
Municipal Drinking			6,545				
water Licence Limit							

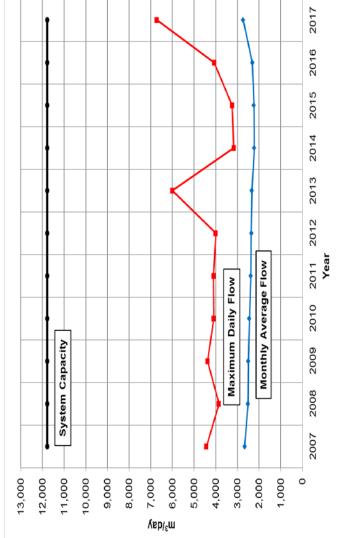
Attachment #1 to Report #2018-COW-34

The Regional Municipality of Durham Port Perry Drinking Water System 2017 Flow Data

The Regional Municipality of Durham Port Perry Drinking Water System Capacity and Treated Water Flow Data

Year	Monthly Average Flow	Maximum Daily Flow	System Capacity
	cubic metres per day (m³/day) Pro-rated	m³/day Pro-rated	m³/day
2007	2,670	4,440	11,781
2008	2,517	3,854	11,781
2009	2,499	4,383	11,781
2010	2,454	4,096	11,781
2011	2,391	4,106	11,781
2012	2,365	4,001	11,781
2013	2,341	6,006	11,781
2014	2,228	3,167	11,781
2015	2,245	3,251	11,781
2016	2,317	4,075	11,781
2017	2,740	6,724	11,781

²⁴ Port Perry Drinking Water System Capacity and Treated Water Flow Graph



Well Number (No.) 1 Raw Water	o.) 1 Raw Wa	ter		7	*Well No. 1 Treated Water	ed Water	
Month	Well No. 1 Raw Water Maximum Taken per Minute (litres)	Well No. 1 Raw Water Monthly Average Flow Cubic metres per day (m ³ /day) Pro- rated	Well No. 1 Raw Water Maximum Daily Flow m³/day Pro- rated	Well No. 1 Raw Water Number of Days Exceeding Maximum Daily Flow	Well No.1 Treated Water Monthly Average Flow m ³ /day Pro- rated	Well No.1 Treated Water Maximum Daily Flow m³/day Pro- rated	Well No.1 Treated Water Number of Days Exceeding Maximum Daily Flow
January	468	281	349	0	281	349	0
February	456	324	512	0	324	512	0
March	468	357	507	0	357	507	0
April	456	321	467	0	321	467	0
∿ May	468	324	434	0	324	434	0
d June	468	338	418	0	338	418	0
July	456	376	546	0	376	546	0
August	456	343	436	0	343	436	0
September	468	412	647	0	412	647	0
October	456	425	618	0	425	618	0
November	450	450	632	0	450	632	0
December	450	368	436	0	368	436	0
Annual Total		131,286			131,286		
Maximum	468		647			647	
Average		360			360		
% Capacity	46	26	47		26	47	
Permit to Take Water Limit	1,023		1,373				
Municipal						1,374	
Licence Limit							
*Treated water vi		*Treated water volumes calculated by subtraction waste from raw water volumes	worth trom row	water volumes	-		

*Treated water volumes calculated by subtracting waste from raw water volumes

Attachment #1 to Report #2018-COW-34

The Regional Municipality of Durham Sunderland Drinking Water System 2017 Flow Data

*Well Number (No.) 2 Raw Water	lo.) 2 Raw Wa	ater		*	**Well No. 2 Treated Water	ted Water	
Month	Well No. 2 Raw Water Maximum Taken per Minute (litres)	Well No. 2 Raw Water Monthly Average Flow Cubic metres per day (m ³ /day) Pro- rated	Well No. 2 Raw Water Maximum Daily Flow m³/day Pro- rated	Well No. 2 Raw Water Number of Days Exceeding Maximum Daily Flow	Well No. 2 Treated Water Monthly Average Flow m ³ /day Pro- rated	Well No. 2 Treated Water Maximum Daily Flow m³/day Pro- rated	Well No. 2 Treated Water Number of Days Exceeding Maximum Daily Flow
January	450	83	122	0	83	112	0
February	456	91	113	0	83	103	0
March	456	100	128	0	06	118	0
April	456	81	107	0	72	97	0
May	456	104	189	0	87	105	0
∆June				0			0
^م July				0			0
August				0			0
September				0			0
October				0			0
November				0			0
December				0			0
Annual Total		8,101			8,101		
Maximum	456		189			118	
Average		92			83		
% Capacity	45	2	14		6	6	
Permit to Take Water Limit	1,023		1,373				
Municipal Drinking Water Licence Limit						1374	
41 V II V (-						

**Treated water volumes calculated by subtracting waste from raw water volumes *Well No. 2 offline due to low ultraviolet transmittance.

Attachment #1 to Report #2018-COW-34

The Regional Municipality of Durham Sunderland Drinking Water System 2017 Flow Data

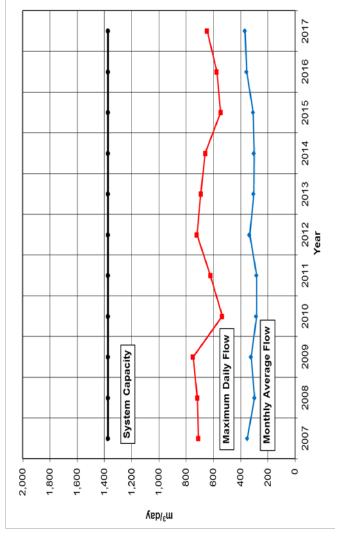
276

Sunderland Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

Year	Monthly Average Flow	Maximum Daily	*System Capacity m ³ /day
	cubic metres per day (m³/day) Pro-rated	Flow m³/day Pro- rated	
2007	350	710	1,374
2008	297	719	1,374
2009	323	749	1,374
2010	284	535	1,374
2011	282	622	1,374
2012	334	722	1,374
2013	303	693	1,374
2014	301	660	1,374
2015	307	546	1,374
2016	355	576	1,374
2017	367	647	1,374
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	*Cumperford DM/C connect achieves its rested connective due to builded restrictions within the transmost	d of other drive and the b	بد دين د جليا داخليانين و د ابد استوجه د الدياد

'Sunderland DWS cannot achieve its rated capacity due to hydraulic restrictions within the treatment process.

# Z Sunderland Drinking Water System Capacity and Treated Water Flow Graph



The Regional Municipality of Durham	Jxbridge Drinking Water System	Ita
The Regional Munici	Uxbridge Drinking W	2017 Flow Data

Well Number (No.) 5 Raw Water

Well No. 5 Treated Water

Attachment #1 to Report #2018-COW-34

Month	Well No. 5	Well No. 5	Well No. 5	>	Well No. 5	Well No. 5	Well No. 5
	Raw Water Maximum		Raw Water Maximum		I reated water Monthly	l reated Water	I reated Water Number of Days
	Taken per Minute	etres	Daily Flow m³/dav Pro-	Exceeding Maximum Dailv	Average Flow m ³ /dav Pro-	Maximum Daily Flow	Exceeding Maximum Dailv
	(litres)		rated		rated	m³/day Pro- rated	Flow
January	2,700	1,026	1,285	0	1,024	1,285	0
February	2,700	1,003	1,207	0	1,001	1,207	0
March	2,700	982	1,174	0	981	1,174	0
April	2,700	1,016	1,257	0	1,014	1,257	0
May	2,700	1,322	1,823	0	1,321	1,823	0
onuc 24	2,820	1,287	1,858	0	1,285	1,858	0
July	2,700	1,245	1,566	0	1,244	1,566	0
August	2,700	1,225	1,804	0	1,224	1,804	0
September	2,700	1,292	1,758	0	1,359	1,758	0
October	2,700	1,327	1,505	0	1,327	1,505	0
November	2,700	826	1,269	0	1,098	1,269	0
December	2,760	1,105	1,334	0	1,103	1,334	0
Annual Total		230,336			230,336		
Maximum	2,820		1,858			1,858	
Average		1,151			1,165		
% Capacity	94	27	43		14	23	
Permit to Take Water Limit	3,000		4,320			4,320	
Municipal Drinking Water			8,251*			8,251*	

*Limit is combined for Wells 5 & 7.

The Regional Municipality of Durham Uxbridge Drinking Water System 2017 Flow Data

Well Number (No.) 7 Raw Water

Well No. 7 Treated Water

Vell No. 7 Raw Vater Number A Days Azceeding Iaximum Daily Iow	Well No. 7Well No. 1Treated WaterTreateMonthlyWaterMonthlyWaterAverage FlowMaxina'/day Pro-ma'/dam³/day Pro-ma'/daratedma'/da7109017609107209427739427739427739427739427739427739427739427739427739427739427739427739427739518951.144	Well No. 7TreatedWaterTreated WaterWaterNumber of DaysMaximumExceedingMaximum DailyDaily Flowm³/day Pro-rated0901091009420910091001,13801,1320
Water Number of Days Exceeding Maximum Daily Flow 0 0 0 0 0 0 0 0 0 0		
of Days Exceeding Maximum Daily Flow 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		
Exceeding Maximum Daily Flow 0 0 0 0 0 0 0 0 0 0 0		
Maximum Daily Flow 0 0 0 0 0 0 0 0 0 0		
<u>∞</u> ∞ 4 0		
<u></u>		
80 60 4 6		
8 6 4 6		
8 6 4		
	780 1,170	0 0.
3 0		23 0
8 0	901 1,268	8 0
2 0	845 1,272	2 0
0	796 994	0
	185,698	
1,323	1,3;	23
	10 16	
4,320	4,3;	50
8,251*	8,2	14*

*Limit is combined for Wells 5 & 7.

The Regional Municipality of Durham	<b>Jxbridge Drinking Water System</b>	/ Data
The Regional Mur	Uxbridge Drinking	2017 Flow Data

Well Number (No.) 5 and 7 Treated Water

Well No. 6 Raw and Treated Water

Month	Well No. 5 & 7	Well No. 5 & 7	Well No. 5 & 7	Well No. 6	Well No. 6	Well No. 6	Well No. 6
	I reated water Monthly	Ireated Water Maximum	Ireated Water Number of	Maximum Taken per	Montnly Average	Maximum Daily Flow	Days
	Average Flow Cubic metres	Daily Flow m³/day Pro- rated	Days Exceeding Maximum Daily	Minute (litres)	Flow m³/day Pro-rated	m∛/day Pro- rated	Exceeding Maximum Daily Flow
	(m³/day) Pro- rated		Flow				
January	1,004	1,285	0	2,640	1,320	1,632	0
February	998	1,207	0	2,580	1,326	1,587	0
March	1,174	971	0	2,580	1,335	1,565	0
April	266	1,257	0	2,580	1,395	1,613	0
May	1,524	2,807	0	2,580	1,416	2,011	0
aunc 200	1,310	2,886	0	2,700	1,541	2,174	0
July	1,235	1,576	0	2,460	1,525	2,021	0
August	1,228	1,806	0	2,460	1,551	2,065	0
September	1,277	1,758	0	2,460	1,629	2,351	0
October	1,028	1,505	0	2,460	1,632	2,126	0
November	696	1,272	0	2,520	1,431	1,669	0
December	1,067	1,334	0	2,520	1,385	1,767	0
Annual Total	416,034				522,533		
Maximum		2,886		2,700		2,351	
Average	1,151				1,457		
% Capacity	14	35		66	37	60	
Permit to Take Water Limit		4,320		2,727		3,927	
Municipal Drinking Water Licence Limit		8,251*				3,931	

*Limit is combined for Wells 5 & 7.

### The Regional Municipality of Durham Uxbridge Drinking Water System 2017 Flow Data

**Total System Raw Water** 

## *Total System Treated Water

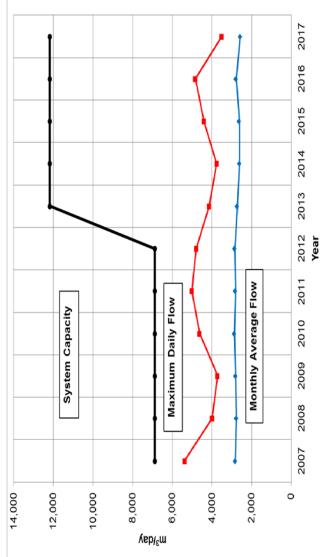
Month	Raw Water	Raw Water	Raw Water	<b>Treated Water</b>	Treated	<b>Treated Water</b>
	Monthly Average Flow Cubic metres per day (m ³ /day) Pro-	Maximum Daily Flow m³/day Pro- rated	Number of Days Exceeding Maximum Daily Flow	Monthly Average Flow m³/day Pro- rated	Water Maximum Daily Flow m³/day Pro- rated	Number of Days Exceeding Maximum Daily Flow
January	1.326 2.326	2.532	0	2.324	2.532	0
February	2,325	2,542	0	2,324	2,527	0
March	2,307	2,480	0	2,305	2,480	0
April	2,394	2,596	0	2,392	2,596	0
May	2,622	3,124	0	2,620	3,124	0
June	2,852	3,497	0	2,850	3,497	0
s July	2,762	3,169	0	2,760	3,154	0
August	2,782	3,306	0	2,779	3,306	0
September	2,908	3,480	0	2,906	3,480	0
October	2,660	3,394	0	2,660	3,394	0
November	2,401	2,630	0	2,400	2,630	0
December	2,454	2,761	0	2,452	2,761	0
Annual Total	938,567			938,567		
Maximum		3,497			3,497	
Average	2,566			2,564		
% Capacity	31	42		31	42	
Permit to Take Water Limit		8,251				
Municipal Drinking Water					8,251** 3,931***	
Licence Limit						

limited D to a maximum of 8,251 m 3 /day. **8,251 m 3 /day is the rated capacity for Wells No. 5 and 7. ***3,931 m 3 /day is the rated capacity for Well No. 6

# Uxbridge Drinking Water System Capacity and Treated Water Flow Data The Regional Municipality of Durham

Year	<b>Monthly Average Flow</b>	Maximum Daily	System Capacity m ³ /day
	cubic metres per day (m³/dav) Pro-rated	Flow m ³ /day Pro- rated	
	2,818	5,377	6,877
	2,761	3,991	6,877
	2,794	3,718	6,877
	2,859	4,626	6,877
2011	2,803	5,017	6,877
	2,846	4,796	6,877
	2,721	4,139	12,182
	2,605	3,760	12,182
	2,609	4,401	12,182
	2,772	4,839	12,182
	2,564	3,497	12,182

8Uxbridge Drinking Water System Capacity and Treated Water Flow Graph



If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Commissioner of Works
Report:	#2018-COW-37
Date:	March 7, 2018

### Subject:

Amendments to Regional Traffic and Parking By-Laws

### **Recommendations:**

That the Committee of the Whole recommends to Regional Council:

- A) That Corporate Services Legal Services be directed to prepare an amending bylaw to amend By-Laws 46-2017, 77-2017 and 44-2006, generally in the form included as Attachment #1 to this report, for presentation to Regional Council for passage; and
- B) That staff be authorized to take all steps required and necessary to give effect to the amendments contemplated to By-Law #44-2006 as indicated in the form included as Attachment #1.

#### **Report:**

#### 1. Purpose

1.1 The purpose of this report is to amend Regional Traffic and Parking By-Law #44-2006 as is periodically required to authorize staff to make changes to traffic regulations. As such, it is necessary that the Committee of the Whole and Regional Council approve the recommendations in this report, in order for Corporate Services – Legal Services to prepare an amending by-law. By-laws #46-2017 and #77-2017, which also amend By-law #44-2006, are also being amended to reflect minor wording revisions.

### 2. Background

2.1 Traffic and Parking By-Law #44-2006 was last consolidated on July 5, 2006. It has been updated several times since its introduction to combine additional changes in traffic regulations and amend the appropriate schedules within the by-law. The last such update was By-Law #77-2017 which was passed on December 13, 2017.

### 3. Discussions

- 3.1 The following minor amendments to Traffic and Parking By-Laws #46-2017 and 77-2017 are proposed, for which authority is being sought pursuant to this report.
  - A) One-Way Traffic Lanes Kingston Road (Regional Highway 2), City of Pickering
    - A change is required to correct an entry to By-law 46-2017.
  - B) Maximum Rate of Speed Reach Street (Regional Road 8), Township of Scugog
    - A change to Schedule XVI is required to correct the limits of a speed zone in By-law 77-2017.
  - C) Maximum Rate of Speed Goodwood Road (Regional Road 21), Township of Scugog
    - A change to Schedule XVI is required to correct the limits of a speed zone in By-law 77-2017.
- 3.2 The following amendments to Traffic and Parking By-Law #44-2006 are proposed, for which authority is being sought pursuant to this report.
  - A) No Stopping Bayly Street (Regional Road 22), Town of Ajax
    - An addition to Schedule I is required to include a 'no stopping' restriction eastbound and westbound on Bayly Street in front of 509 and 493 Bayly Street East in Town of Ajax. This was requested by Town of Ajax By-law Services to enforce a no stopping zone to prevent vehicle delivery trucks unloading on Bayly Street.

- B) Prohibited Turns Bayly Street (Regional Road 22), City of Pickering
  - An addition to Schedule XI is required to include a 'left turn' restriction westbound on Bayly Street at 1635 Bayly Street. This was required as part of a commercial development island installation which permits eastbound right in only.
- C) Prohibited U-Turns Ritson Road (Regional Road 16), City of Oshawa
  - An addition to Schedule XII is required to include a "U" turn prohibition on Ritson Road north of Adelaide Avenue. Motorists are performing unsafe "U" turns at the end of the newly constructed dividing island to exit the Tim Hortons development on the east side of Ritson Road in order to travel southbound on Ritson Road.
- D) Prohibited U-Turns Adelaide Avenue (Regional Road 58), City of Oshawa
  - An addition to Schedule XII is required to include a "U" turn prohibition on Adelaide Avenue east of Ritson Road. Motorists are performing unsafe "U" turns at the end of the newly constructed dividing island to enter the Tim Hortons development on the north side of Adelaide Avenue.
- E) Community Safety Zones Simcoe Street (Regional Road 2), City of Oshawa
  - An addition to Schedule XXI is required to designate a Community Safety Zone (CSZ) in Oshawa. This CSZ is located on Simcoe Street in front of and near Dr. S.J. Philips Public School and was recommended by Traffic Road Safety group in order to address community safety concerns with respect to school and school crossings in the area, and associated impacts, as a measure to further enhance driver awareness.

- F) Community Safety Zones Ritson Road (Regional Road 16), City of Oshawa
  - An addition to Schedule XXI is required to designate a Community Safety Zone (CSZ) in Oshawa. This CSZ was requested by Durham Regional Police Services that enforces speeding and other school related violations on Ritson Road in front of and near Beau Valley Public School in Oshawa. The CSZ will address community safety concerns with respect to school and school crossings in the area and associated impacts as a measure to further enhance driver awareness.

### 4. Conclusion

- 4.1 The proposed amendments to Traffic and Parking By-Law #44-2006 reflect the legislative changes to traffic regulations on Regional roads, as periodically required to ensure conformance with changes in traffic management strategies and road improvements.
- 4.2 This report has been reviewed by the Legislative Services and Legal Services Divisions of the Corporate Services Department.

### 5. Attachments

Attachment #1: Amendments to Regional Traffic and Parking By-Laws 46-2017, 77-2017 and 44-2006

Respectfully submitted,

### Original signed by

S. Siopis, P.Eng. Commissioner of Works

Recommended for Presentation to Committee

#### Original signed by

G.H. Cubitt, MSW Chief Administrative Officer

#### BY-LAW NUMBER _____

### OF

### THE REGIONAL MUNICIPALITY OF DURHAM

Being a By-law to amend By-laws 46-2017, 77-2017 and 44-2006 which regulate traffic and parking on roads under the jurisdiction of the Regional Municipality of Durham

NOW, THEREFORE, BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of The Regional Municipality of Durham by the Council thereof as follows:

That By-law 46-2017 be amended in Section 2. with respect to Schedule X – One Way Traffic Lanes as follows:

Regional 100 metres east of Highway 2 Regional Road 1 (Brock (Kingston Road) and Notion Road Road)	Centre	Anytime	Eastbound and westbound left <del>right</del> - turning	
-------------------------------------------------------------------------------------------------------------	--------	---------	---------------------------------------------------------------------	--

That By-law 77-2017 be amended in Section 4. with respect to Schedule XVI – Maximum Rate of Speed as follows:

Regional Road 8	Reach Street	500 m east of King's Highway No. 12	500 m west of Old <del>Scugog</del> Simcoe Road	80 km/h	
Regional Road 21	Goodwood Road	400m east of Marsh Hill Road	450 m <del>east</del> west of Gray Sideroad	80 km/h	
Regional Road 21	Goodwood Road	450 m <del>east</del> west of Gray Sideroad	King's Highway No. 7 & 12	60 km/h	

That by-law 44-2006 be amended as follows:

1. THAT Schedule I (No-Stopping) be further amended by **adding** thereto the following:

COLUMN 1 Highway	COLUMN 2 Side	COLUMN 3 Between	COLUMN 4 Prohibited Times of Day	Amending By- Law Number and Date
Regional Road 22 (Bayly Street)	Both	From a point 300m east of Shoal Point Road and from a point 250m west of Audley Road	Anytime	

2. THAT Schedule XI (Prohibited Turns / Movement) be further amended by **adding** thereto the following:

COLUMN 1 Intersection or Portion of Highway	COLUMN 2 Direction	COLUMN 3 Turns Prohibited / Movement	COLUMN 4 Times or Days	Amending By-Law Number and Date
Regional Road 22 (Bayly Street) at 1635 Bayly Street	Westbound	Left	Anytime	

3. THAT Schedule XII (Prohibited U-Turns) be further amended by **adding** thereto the following:

COLUMN 1 Intersection of Portion of Highway	COLUMN 2 Direction	Amending By- law Number and Date
Regional Road 16 (Ritson Road) immediately north of Regional Road 58 (Adelaide Avenue)	Northbound	
Regional Road 58 (Adelaide Avenue) immediately east of Regional Road 16 (Ritson Road)	Eastbound	

4. THAT Schedule XXI (Community Safety Zones) be further amended by **adding** thereof the following:

COLUMN 1 Highway	COLUMN 2 Between	COLUMN 3 Times of Day	COLUMN 4 Days/Months of Year	Amending By-Law Number and Date
Regional Road 2 (Simcoe Street)	Arlington Avenue and Regional Road 28 (Rossland Road)	Anytime	All days/months	
Regional Road 16 (Ritson Road)	Darcy Street and Oshawa Boulevard	Anytime	All days/months	

This by-law has been read and passed on the _____ day of _____ 2018.

Roger Anderson, Regional Chair and CEO

Ralph Walton, Regional Clerk

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To:	Committee of the Whole	
From:	Commissioner of Works	
Report:	#2018-COW-40	
Date:	March 7, 2018	

# Subject:

Participation in the National Sciences and Engineering Research Council, Industrial Research Chair in Addressing Emerging Challenges in Drinking Water Treatment and Supply, at the University of Waterloo, Waterloo Ontario

# **Recommendations:**

That the Committee of the Whole recommends to Regional Council:

- A) That the Regional Municipality of Durham renew the partnership agreement for continued participation as a municipal partner of the National Sciences and Engineering Research Council, Industrial Research Chair, in Advancing Treatment and Reducing Risk in Water Treatment, at the University of Waterloo at a cost of \$15,000 annually from 2018 to 2022 (\$75,000 in total);
- B) That financing in the amount of \$75,000 be provided from within the annual Water Supply System Operating Budgets from 2018 to 2022; and
- C) That the Regional Chair and Clerk be authorized to execute the partnership agreement.

# **Report:**

# 1. Purpose

1.1 The purpose of this report is to obtain approval to continue participation as a municipal partner, in the National Science and Engineering Research Council (NSERC) Industrial Research Chair in addressing emerging challenges in drinking water treatment and supply, at the University of Waterloo.

# 2. Background

- 2.1 The Regional Municipality of Durham (Region) in conjunction with other municipal partners such as the Cities of Toronto, Guelph, Hamilton, Brantford, Barrie and Ottawa, the Regions of Muskoka, Niagara, and Waterloo, and additional private industry partners, has supported research in new technologies and developing expertise in drinking water treatment conducted by the Department of Engineering at the University of Waterloo since 2003.
- 2.2 Participation grants access to the research conducted through the program, including research of specific interest to the Region.

# 3. Proposed Research Topics

- 3.1 The Industrial Chair in Water Treatment is proposing research to be undertaken over the five year term of the NSERC agreement, based upon three general themes as follows:
  - a) Theme A Successfully Managing Raw Water Quality Changes through Robust Systems
  - Develop tools to plan for extreme weather events, spill scenarios and seasonally occurring cyanotoxin blooms;
  - Investigate emerging contaminants such as microplastics; and
  - Assess both short-term operational changes and long-term process changes involving capital expenditures.
  - b) Theme B Green and Innovative Treatment Processes
  - Advancing biofiltration for cyanotoxin removal and assessing monitoring techniques for biofiltration;
  - Addressing groundwater challenges, including sustainable approaches to control hardness in groundwater by screening and assessing newer technologies, and to reduce manganese to the new regulatory standard; and
  - Develop novel, reusable composite adsorbents for contaminants such as cyanotoxins.

- c) Theme C Understanding Corrosion with a Focus on Lead
- Investigate corrosion control measures to minimize lead release from existing lead pipes and lead bearing plumbing system components; and
- Maintenance of disinfectant residuals with respect to the implementation of corrosion control programs.
- 3.2 Continued participation in the NSERC, Industrial Research Chair at the University of Waterloo will permit the Region to remain up to date on important existing and emerging drinking water research with industry partners. The participant agreement with the University of Waterloo for participation in the drinking water research group requires renewal for the period of January 1, 2018 to December 31, 2022.

# 4. Financial Implications

- 4.1 In order to continue funding this research, the proposed contributions by the Region to the NSERC Industrial Research Chair in addressing emerging challenges in drinking water treatment and supply, at the University of Waterloo is \$15,000 per year, or a five year total of \$75,000 for the period of the NSERC agreement from 2018 through 2022.
- 4.2 The annual contribution of \$15,000 or combined five year total of \$75,000 for participation in the NSERC, Industrial Research Chair, will be funded from the annual Water Supply System Operating Budgets.
- 4.3 There is an existing commitment to the NSERC of \$200,000 for the period 2018 to 2021 for research at the University of Toronto as approved in Report #2017-COW-4. This additional financing to the University of Waterloo will result in a combined contribution to the NSERC of \$275,000 over the five year period 2018 through to 2022.

### 5. Conclusion

5.1 It is proposed that the Regional Municipality of Durham continue its participation as a municipal partner in support of the National Sciences and Engineering Research Council, in advancing treatment and reducing risk in water treatment, at the University of Waterloo at a cost of \$75,000 from 2018 to 2022.

- 5.2 Renewal of the agreement will continue to strengthen partnerships with participating municipalities and increase the understanding of new water treatment processes, emerging water quality issues and help enhance our high quality of service. This proactive approach will assist the Regional Municipality of Durham in its responses to new regulatory challenges and increase the confidence in the drinking water system.
- 5.3 This report has been reviewed by the Finance Department and the Commissioner of Finance concurs with the recommendations.

Respectfully submitted,

# Original signed by John Presta for

S. Siopis, P.Eng. Commissioner of Works

Recommended for Presentation to Committee

# Original signed by

G.H. Cubitt, MSW Chief Administrative Officer If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Commissioner of Works
Report:	#2018-COW-41
Date:	March 7, 2018

# Subject:

Approval for Sole Source Procurement for the Supply of Equipment and Materials to be Specified within Proposed Regional Municipality of Durham Contract D2018-046, for the Upgrade of the Disinfection System at the Newcastle Water Supply Plant, in the Municipality of Clarington

# **Recommendations:**

That the Committee of the Whole recommends to Regional Council:

A) That approval be granted to specify Trojan Technologies as the sole manufacturer and supplier of Ultra-Violet Disinfection equipment and materials for the upgrade of the disinfection system at the Newcastle Water Supply Plant, within the proposed Regional Municipality of Durham Contact D2018-046 (estimated value of \$350,000*).

# **Report:**

# 1. Purpose

1.1 The purpose of this report is to obtain approval to specify selected equipment and materials within the proposed Regional Municipality of Durham (Region) Contract D2018-046, for the upgrade of the disinfection system at the Newcastle Water Supply Plant (WSP), in the Municipality of Clarington (Newcastle). Dollar amounts followed by an asterisk (*) are including disbursements and before applicable taxes in all instances.

# 2. Background

- 2.1 The Region is the owner and operator of the Newcastle WSP. The WSP has been supplying drinking water to the Village of Newcastle and the community of Newtonville in the Municipality of Clarington since 1977.
- 2.2 Expansion of the WSP is currently in the detailed design stage to provide water supply capacity to service the urban area in Newcastle and Newtonville. Construction of the WSP expansion project is expected to be completed in 2021.
- 2.3 Regional staff have determined that the existing disinfection process may not achieve the required disinfection credits when low water temperature makes chlorine disinfection less efficient. As a result, the plant production rate is limited during the winter which may be a problem during periods of high demand such as a fire or a watermain break. This is primarily due to inadequate treated water storage caused by the small size of the existing clearwells.
- 2.4 The Region must upgrade the existing disinfection process by adding UV disinfection units to the plant to provide primary disinfection. The UV disinfection units can be reused in the WSP expansion project once it has been commissioned.

# 3. Sole Source Justification

- 3.1 R.V. Anderson Associates Limited (RVA) is the project consultant providing engineering services for the Newcastle WSP Expansion. RVA completed a preliminary design report for the Newcastle WSP UV Disinfection Upgrades in January 2018, to determine the UV disinfection system requirements and to review the alternate locations suitable to install the UV units.
- 3.2 The evaluation recommends that Medium Pressure (MP) UV units installed on the High Lift Pump discharge header is the best option for providing UV disinfection.
- 3.3 Trojan Technologies, Wallace & Tiernan, and Calgon Carbon are the only known manufacturers in the market supplying MP UV units.
- 3.4 Based on product information from the three manufacturers for the MP UV units, Trojan is the only UV manufacturer that meets certification to achieve the effectiveness of the units to perform in the allowable space on the high lift pump discharge header within the existing WSP.

3.5 RVA recommends that two units of the Trojan Technologies MP 4L12 be specified as the selected equipment for the UV disinfection system upgrade. These units are suitable for reuse in the proposed Newcastle WSP expansion project once it is constructed. The estimated cost of the units is \$350,000*.

### 4. Financial Implications

- 4.1 The Region's Purchasing By-law 68-2000 (Amended), Section 8.1.1 permits that in cases where there is only one known source of supply, the acquisition of goods and services can be made through a negotiation process.
- 4.2 Supply of the UV disinfection equipment and materials noted in this report will be included in the upcoming Regional Contract D2018-046 for the upgrade of the disinfection system at the Newcastle WSP (Project D1107).

### 5. Conclusion

- 5.1 It is recommended that approval be granted to specify Trojan Technologies as the sole manufacturer and supplier of the Ultra-Violet disinfection system within proposed Regional Contract D2018-046, for the upgrade of the Ultra-Violet disinfection system at the Newcastle WSP, in the Municipality of Clarington (Newcastle).
- 5.2 This report has been reviewed by the Finance Department and the Commissioner of Finance concurs with the recommendations.

Respectfully submitted,

### Original signed by John Presta for

S. Siopis, P.Eng. Commissioner of Works

Recommended for Presentation to Committee

### Original signed by

G.H. Cubitt, MSW Chief Administrative Officer If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Commissioner of Works
Report:	#2018-COW-42
Date:	March 7, 2018

### Subject:

Approval for Unbudgeted Capital to Undertake Detailed Design of Watermain Replacement Along Kingston Road (Highway 2) As Part of the Bus Rapid Transit Program From Delta Boulevard to Merritton Road and from Dixie Road to Liverpool Road, in the City of Pickering

#### **Recommendations:**

That the Committee of the Whole recommends to Regional Council:

- A) That approval be granted for unbudgeted capital work in the amount of \$130,000 to undertake detailed design of watermain replacement along Kingston Road (Highway 2) as part of the Bus Rapid Transit Program from Delta Boulevard to Merritton Road and from Dixie Road to Liverpool Road in the City of Pickering; and
- B) That financing in the amount of \$130,000 for the detailed design of the proposed replacement of the watermain be provided as follows:

2018 Water Supply System Capital Budget

Item #17C – Town of Whitby Road Program (W1899)

User Revenue

<u>\$130,000</u>

### **Report:**

#### 1. Purpose

1.1 The purpose of this report is to obtain approval for unbudgeted capital work and related financing in order to conduct the detailed design to replace the existing watermain in conjunction with the Bus Rapid Transit (BRT) Program in the City of Pickering (Pickering).

### 2. Background

- 2.1 Building upon the nearly completed Quick Win program, the current Public Transit Infrastructure Fund (PTIF) program has been advancing curbside BRT design and construction along Highway 2 through priority segments in the City of Pickering and the Town of Ajax. In December 2017, the Region submitted a request for modification to the current PTIF project list to the Ministry of Transportation of Ontario. The modified project list included the detailed design and utility investigation for Highway 2 Bus Rapid Transit from Delta Boulevard to Merritton Road and from Dixie Road to Liverpool Road, in Pickering.
- 2.2 The federal government has provided preliminary information on the future Phase 2 Public Transit Infrastructure Fund. Based on this preliminary information there is potential for construction to begin on these road widening segments as soon as 2019.
- 2.3 In anticipation of potential funding from the PTIF Program Phase 2 or other such funding opportunities from senior levels of government, it is necessary that detailed design is completed in 2018.
- 2.4 Environmental Services Design has acknowledged the need to replace an existing 300 millimetre diameter ductile iron watermain from east of Dixie Road to west of Liverpool Road due to break history. There is an existing 400 millimetre diameter ductile iron watermain of the same age between Delta Boulevard and Merritton Road. While this watermain has no breaks on record, there will be extensive disturbance along a congested portion of this critical Regional Road and in order to avoid having road construction impact the existing watermain and to coordinate the work with other disruptive activities, the watermain is planned to be replaced.
- 2.5 Transportation Services has obtained pricing from consultants (GHD and Parsons Plus) as part of RFP #N-1168-2017 and RFP #N-1169-2017 (respectively) for detailed design works related to both the road widening and watermain replacement. On the basis of those submittals, it has been concluded that the funding required to undertake the watermain design should not exceed \$130,000.
- 2.6 In order to ensure funding is available for the proposed detailed design work in 2018, projects have been reviewed and funding can be reallocated from the 2018 Water Supply System Capital Budget.

#### 3. Financial Implications

- 3.1 Section 8.2.2 of the Region's Budget Management Policy requires the approval of Committee of the Whole and Regional Council for unbudgeted capital work in excess of \$25,000.
- 3.2 In addition, Section 11.4 of the Region's Budget Management Policy requires approval from the Committee of the Whole and reallocations of current budget provisions in excess of \$100,000.
- 3.3 Financing for the detailed design of the 300 millimetre and 400 millimetre diameter watermains in the City of Pickering can be reallocated as follows:

2018 Water Supply System Capital Budget

Item #17C – Town of Whitby Road Program (W1899)

User Revenue

\$130,000

3.4 The Town of Whitby is deferring local road projects which allows the reallocation of the funding noted above.

#### 4. Conclusion

- 4.1 It is recommended that the reallocation of funding for the unbudgeted detailed design of the replacement of the 300 millimetre diameter watermain on Kingston Road (Highway 2) from east of Dixie Road to west of Liverpool Road and a 400 millimetre diameter watermain on Kingston Road (Highway 2) from Delta Boulevard to Merritton Road, in the City of Pickering, be approved.
- 4.2 This report has been reviewed by the Finance Department and the Commissioner of Finance concurs with the financial recommendations.

Respectfully submitted,

### Original signed by John Presta for

S. Siopis, P.Eng. Commissioner of Works

Recommended for Presentation to Committee

### Original signed by

G.H. Cubitt, MSW Chief Administrative Officer If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2304



# The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Commissioner of Social Services and Commissioner of Finance
Report:	#2018-COW-45
Date:	March 7, 2018

# Subject:

Region of Durham's Revised Program Delivery and Fiscal Plan for the Social Infrastructure Fund Program – Year 3

### **Recommendations:**

That the Committee of the Whole recommends to Regional Council:

- A) That with respect to the Federal-Provincial Social Infrastructure Fund –Investment in Affordable Housing Program (SIF-IAH) Year 3 Rental Housing Component:
  - A Request for Proposal utilizing \$2,648,300 in 100 per cent federal-provincial capital funding under Year 3 of the Rental Housing Component of the SIF-IAH be issued to solicit eligible development proposals for the construction of approximately 16 to 20 affordable housing rental units;
  - ii) Municipal property taxes for approved projects be adjusted using the residential property tax rate for approved projects over the twenty-year affordability period of the program; and,
  - iii) Regional development charges, normally due at the time of building permit, be deferred from building permit issuance to occupancy permit issuance for any successful proposal awarded under the SIF IAH Program – Year 3 Rental Housing Component.
- B) That no Regional administration costs be recovered from the Region's allocation of Year 3 SIF-IAH funding in order to maximize the funding available for the development of new affordable rental housing units; and,

C) That the Regional Chair and Regional Clerk be authorized to enter into an amending agreement with Habitat for Humanity Durham for the shared administration of the Home Ownership Component of the SIF-IAH and with eligible purchasers for down payment assistance of up to \$25,000 per household for four units to a maximum of \$100,000, in a manner consistent with the funds made available to the previous homeowners under the Investment in Affordable Housing programs.

# Report:

# 1. Purpose

1.1 The purpose of this report is to obtain Council approval for the issuance of a Request for Proposal (RFP) for the development of new affordable rental housing and home ownership assistance for the delivery of the 100 per cent federallyprovincially funded Social Infrastructure Fund – Investment in Affordable Housing (SIF-IAH) Year 3 allocation in the amount of \$2,748,300 (Attachment #1).

# 2. Background

- 2.1 On June 21, 2016, the Ministry of Housing (MHO) announced that federal and provincial funding in excess of \$640 million is being made available for housing initiatives over a two-year funding period under the 2016 Social Infrastructure Fund (SIF), which was announced in the 2016 Federal Budget.
- 2.2 The Region of Durham received a 2016 SIF allocation for years 1 and 2 in the amount of \$16,569,800 (\$11,913,200 in 2016-17 and \$4,656,600 in 2017-18) and a Program Delivery and Fiscal Plan (PDFP) for years 1 and 2 was approved by Council on September 14, 2016 (Report #2016-COW-19). The PDFP must support the goals of the Region's ten year housing plan and be consistent with provincial priorities. The PDFP included the development of 75 new affordable rental units, rent supplements to support approximately 20 social housing tenants for a period of up to 60 months, and funding to address the urgent capital repair needs for 16 social housing providers.
- 2.3 On August 9, 2017 the Region received notification from the MHO that an additional funding allocation in the amount of \$2,748,300 would be received in Year 3 (2018-2019) of the SIF program (Attachment #1). Accordingly, the Region submitted a Revised PDFP that included the new three year funding period (2016-2017 to 2018-2019), as approved by Regional Council on December 13, 2017 (Report #2017-COW-257).
- 2.4 The revised PDFP also advanced the recommendations of the Affordable and Seniors' Housing Task Force and acknowledged the need for more affordable rental housing for low- and moderate-income households. The Ministry must approve the PDFP prior to making Year 3 funding available to the Region.

# 3. Revised Program Delivery and Fiscal Plan

3.1 A summary of the revised PDFP is provided below:

### Revised Funding Allocation for the Region of Durham's Program Delivery and Fiscal Plan (as approved by Regional Council on December 13, 2017)

	Component	Year 1 2016-2017 (\$)	Year 2 2017-2018 (\$)	Year 3 2018-2019 (\$)	Total (\$)
SIF-IAH Capital	Rental Housing (91 to 95 units)	5,822,400	4,656,600	2,648,300	13,127,300
SIF-IAH Capital	Home Ownership (4 units)	0	0	100,000	100,000
SIF-IAH Operating	(20 tenants for 60 months)	500,000	0	0	500,000
	IAH Subtotal	6,322,400	4,656,600	2,748,300	13,727,300
SHIP	Social Housing Improvement Program (urgent capital repair	5,470,800	0	0	5,470,800
	needs at 16 social housing providers)				
SIF	Administration	120,000	0	0	120,000
SIF	TOTAL	<u>11,913,200</u>	<u>4,656,600</u>	<u>2,748,300</u>	<u>19,318,100</u>

# 4. Rental Housing Component

4.1 The 2016 SIF-IAH Year 3 Rental Housing program funding has the same criteria as Years 1 and 2 funding, including the requirement that Service Managers give consideration to projects that support the hiring of skilled trade apprentices during construction. Service Managers must solicit proposals (e.g. as part of a RFP) and select rental housing projects to recommend to the Ministry for funding approval.

- 4.2 Eligible projects include:
  - New construction, including additions and extensions;
  - Acquisition, and, where required, rehabilitation of existing residential buildings to maintain or increase the affordable rental housing stock; and,
  - Conversion of non-residential buildings or units to purpose-built rental buildings/units.
- 4.3 Specific Provincial criteria include:
  - Approved projects must provide rents for units that are, on average, at or below 80 per cent of the Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) over the 20-year affordability period of the SIF-IAH program.
  - Service Managers must ensure that a project is financially viable from a construction cost and ongoing operating context and that costs per unit are accurate, using a business case approach. The Ministry, at its discretion, may require an independent analysis to confirm recommended projects.
  - SIF-IAH funds can only represent a maximum of 75 per cent of the actual capital cost per unit and cannot exceed \$150,000 per unit.
  - Contribution Agreements with approved developers for Year 3 funding must be executed by December 31, 2018, otherwise funds will be reallocated to other Service Managers. Further, as SIF-IAH is an economic stimulus program, rental projects must be completed within two years of the funding commitment.
  - Approved projects must start construction within 120 days of signing a Contribution Agreement with the Service Manager and no later than March 31, 2019.
  - Funding for the Rental Housing Component is provided as a forgivable capital loan that is available during the development and construction phase of the project. The program guidelines specify that all rental development funding must be disbursed no later than March 31, 2021.
  - In order to assist with the initial cashflow, and consistent with the previous rental housing IAH programs, it is recommended that the Regional Development charges, normally due at the time of building permit, be deferred from building permit issuance to occupancy permit issuance for any successful proposal awarded under the SIF-IAH Program – Rental Housing Component.
  - Consistent with prior years of the program, and previous federal-provincial capital programs, the Region will need to ensure that municipal property taxes for the approved multi-residential developments are adjusted using the residential property tax rate over the twenty-year affordability period of the program.
  - All Service Manager procurement processes must be in accordance with the Municipal Act, 2001. Service Managers must solicit proposals and select rental housing projects to recommend to the Minister for funding approval. All

project recommendations are subject to the approval of the MHO.

- Service Managers must report to the Province annually on the proponent's ongoing compliance with program criteria over the affordability period of the program, as well as the ongoing viability of the project.
- The Service Manager is required to indemnify the MHO from any and all claims, costs and damages in connection with this program save and except those claims which have been caused by the negligence, bad faith or wilful misconduct of the Province. The Region's contribution agreement will specify that the Proponent indemnifies the Region during the entire twenty-year affordability payment period.
- 4.4 Accordingly, it is recommended that with respect to the SIF-IAH Year 3 Rental Housing Component:
  - i. Regional staff be authorized to issue a RFP utilizing \$2,648,300 in 100 per cent federal-provincial capital funding under Year 3 of the Rental Housing component of the SIF-IAH, to solicit eligible development proposals for the construction of approximately 16 to 20 affordable housing rental units;
  - ii. Municipal property taxes for approved projects be adjusted using the residential property tax rate for approved projects over the twenty-year affordability period of the program; and
  - iii. Regional development charges, normally due at the time of building permit, be deferred from building permit issuance to occupancy permit issuance for any successful proposal awarded under the SIF-IAH Program – Year 3 Rental Housing Component.

### 5. Home Ownership Component

- 5.1 At their May 2012 meeting, Regional Council endorsed Habitat for Humanity Durham (HHD) as the delivery agent for the Home Ownership component of the IAH and IAH (2014 Extension) programs (Report #2012-J-23).
- 5.2 Council also endorsed that funding of \$22,000 per approved household (up from the initial \$16,500) be made available to reduce initial financing costs for qualified homeowners.
- 5.3 To allow the agency to better manage its construction cash flow, the Region has deferred Regional fees and charges (including connection fees/charges and development charges) until each unit is ready for occupancy. An existing 2012 Service Agreement with the Region allows for the postponement of Regional connection fees and charges until the purchase and sale for all units in the HHD Centre Towne development project in the City of Oshawa.

5.4 As shown in the following table, \$198,000 has been provided to date to the first ten homeowners at the HHD Centre Towne development in Oshawa. HHD anticipates that four more homes will be ready for occupancy in 2018. An allocation from the SIF-IAH Year 3 in the amount of \$100,000 will be available for homeowner down payment assistance. The remaining twelve homes will be developed in future years.

	IAH Yr 2 2012/2013	IAH Yr 3 2013/2014	IAH-E Yr 4 2015/2016	SIF Yr 3 2018/2019	Total
Funding Allocation	\$66,000	\$88,000	\$44,000	\$100,000	\$298,000
# Homeowners	4	4	2	4	14
Per unit Allocation	\$16,500	\$22,000	\$22,000	\$25,000	

## IAH/IAH-E/SIF Home Ownership Assistance Region of Durham

- 5.5 The amount of down payment assistance, in the form of a forgivable loan, for each eligible purchaser cannot exceed \$50,000. Given the amount of down payment assistance has been fixed at \$22,000 since 2012, an increase to a maximum of \$25,000 per unit is recommended.
- 5.6 Under this program, the eligible purchasers enter into an agreement with the Region for the down payment assistance.

## 6. Financial Implications

- 6.1 Under the terms of the provisions of the Federal-Provincial Investment in Affordable Housing Program Agreement and Service Manager Administration Agreement, the Region has a responsibility for monitoring development activities undertaken by respondents under the IAH-SIF Rental Housing component to determine whether respondents carry out all development activities required in such manner and within such time periods as are set out in the guidelines.
- 6.2 Service Managers may use up to five (5) per cent of their total SIF-IAH funding allocation to assist with the administration costs. Service Managers are responsible for determining the amount required by program year and identifying these amounts in their PDFP and will be paid quarterly, as per the amounts identified in the PDFP.
- 6.3 However, no Regional administration fee is recommended to be recovered for Year 3 in order to maximize the funding available for the creation of new affordable rental housing units. Monitoring projects and reporting requirements to the Province will be undertaken with the Region's existing administrative resources.

- 6.4 It is the role of the Region to immediately inform the Province of any failure of the respondent to carry out development activities required in the guidelines and any breach by the respondent of its Municipal Housing Contribution and Facilities agreement with the Service Manager. It is the sole responsibility of the respondent to ensure that they fund any project cost over-runs. The Service Manager is also required to report on initiatives or activities used by the respondent to promote or support apprentices, the number of apprentices employed and the type of trades in which apprentices are training, should apprentices be employed in the project.
- 6.5 In addition, the Region, as Service Manager, also has mandatory reporting obligations to the Province, including, but not limited to, obtaining quarterly reports on the status of all projects, the utilization of funds, and annual updates to determine whether respondents are in compliance with their tenant targeting plans over the life of the program. The Region is also required to track landlord agreements and agreements with third-party delivery agencies, and may be asked by the Province to submit evidence of such agreements.
- 6.6 The required municipal financial contribution for the allocation of units under the new SIF-IAH Rental Housing Component must include a plan for ensuring municipal property taxes are equivalent to the single residential rate for approved units over the twenty-year program period. Once eligible project(s) have been approved by the Province, financial implications can be determined regarding the municipal property tax incentive. It is therefore recommended that municipal property taxes be equivalent to the single residential rate for approved projects over the twenty-year affordability period of the program.
- 6.7 In order to assist with the initial cashflow for successful development proposals, it is also recommended that the Regional Development charges, normally due at the time of building permit, be deferred from building permit issuance to occupancy permit issuance for any successful proposal awarded under the SIF-IAH Program Rental Housing Component.

### 7. Conclusion

7.1 The Social Infrastructure Fund – Year 3 Funding, allocated to the capital components for Rental Housing and Home Ownership, is anticipated to result in the construction of between 20 to 24 new affordable housing units in Durham. Staff will report back to Regional Council concerning the results of the RFP for the construction of affordable housing rental units later this year.

# 8. Attachments

Attachment #1: Ministry Correspondence (SIF-IAH Notional Funding Allocation – 2018-2019)

Respectfully submitted,

Original Signed By Dr. Hugh Drouin Commissioner of Social Services

Original Signed By R.J. Clapp, CPA, CA Commissioner of Finance Recommended for Presentation to Committee

Original Signed By G. H. Cubitt, MSW Chief Administrative Officer Ministry of Housing

Minister Responsible for the Poverty Reduction Strategy

Office of the Minister

777 Bay Street, 17th Floor Toronto ON M5G 2E5 Tel.: 416 585-6500 Fax: 416 585-4035 AUG 0 9 2017

4035 Téléc. : 416 5

Mr. Roger Anderson Regional Chair and CEO Regional Municipality of Durham 605 Rossland Road East P.O. Box 623 Whitby, ON L1N 6A3

RE: SIF-IAH Notional Funding Allocation – 2018-19

Dear Regional Chair and CEO Anderson:

In Ontario, we know that the measure of any government's priorities can be found in where it chooses to invest, and that the quickest way to overcome a challenge is by working together.

As Ontario's Minister of Housing, I know there is need for more affordable housing in communities across Ontario and that municipalities cannot meet that need on their own.

That's why I am pleased to inform you that, as part of Ontario's continued commitment to increasing affordable housing options across the province, your community will receive an increase in funding of \$2,748,300 in 2018-19 under the Investment in Affordable Housing (IAH) program.

Program	2018-19 Allocation
Increase to IAH	\$2,748,300

As you might recall, in June 2016 the Governments of Canada and Ontario increased our matching funding commitments to the IAH program as part of a broader increase in matching funding to the Social Infrastructure Fund (SIF) Agreement.

This productive partnership between governments is providing over \$640 million through the SIF Agreement for affordable and social housing to March 31, 2019. It is comprised of four separate programs to address housing need, including:



777, rue Bay, 17º étage Toronto ON M5G 2E5 Tél. : 416 585-6500 Téléc. : 416 585-4035

Bureau du ministre

Ministère du Logement

de réduction de la pauvreté

Ministre responsable de la Stratégie

- the above-mentioned increase to the funding commitment under the SIF-IAH program (2016-17 to 2018-19);
- the construction and renovation of affordable housing for seniors (2016-17 to 2017-18);
- the renovation of social housing (2016-17); and
- the construction of and renovation of shelters and transitional housing for survivors of domestic violence (2016-17 to 2017-18).

In June 2016, our government also committed that a portion of the provincial funds for the SIF-IAH would be allocated in 2018-19 and that those allocations would be communicated in 2017-18.

As with the first two years of the SIF-IAH, we are requiring Service Managers to dedicate SIF-IAH funding to meet the housing needs of the following priority groups and activities:

- supporting affordability for tenants in social housing buildings with expiring operating agreements and/or federal subsidies;
- seniors;
- persons with disabilities including adults with developmental disabilities;
- Indigenous peoples;
- the chronically homeless;
- youth;
- preventing homelessness as individuals transition from provincially-funded institutions such as hospitals, correctional facilities and the child welfare system; and
- projects that support transit corridor intensification and/or community hubs.

An Amending Agreement to the 2016 Social Infrastructure Fund Service Manager Administration Agreement will soon be provided for signature and the current SIF-IAH Program Guidelines will remain in effect for the 2018-19 funding.

As we continue the important work of building more affordable housing, I want to thank you for your efforts to date, which have helped improve the lives of some of the most vulnerable among us.

It is my firm belief that by working together, we can deliver important action to ensure every family has an affordable place call home.

Sincerely

Peter Milczyn Minister

cc: Mr. Garry Cubitt, Chief Administrative Officer, Regional Municipality of Durham

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2305



The Regional Municipality of Durham Report

To:	Committee of the Whole	
From:	Commissioner of Finance	
Report:	#2018-COW-46	
Date:	March 7, 2018	

### Subject:

The Remuneration and Expenses in 2017 of Members of Regional Council and Regional Council Appointees to Local Boards, as Required by Section 284(1) of the Municipal Act, 2001, S.O. 2001, c. 25

# **Recommendation:**

That the Committee of the Whole recommends to Regional Council:

That this report be received for information.

# Report:

### 1. Purpose

- 1.1 As required by Section 284(1) of the Municipal Act, 2001, I have prepared a statement of the remuneration and expenses that were paid in 2017 to Regional Councillors and Regional Council Appointees (see attached Schedules 1 to 3).
- 1.2 The information concerning Regional Council appointees was obtained directly from the Local Boards, with the exception of the following whose accounting records are maintained by the Regional Finance Department:

Development Charges Complaint Committee, Durham Accessibility Advisory Committee, Durham Advisory Committee on Homelessness, Durham Agricultural Advisory Committee, Durham Environmental Advisory Committee, Durham Nuclear Health Committee, Durham Regional Local Housing Corporation, Durham Region Child & Youth Advocate, Durham Region Police Services Board, Durham Region Roundtable on Climate Change, Durham Region Transit Commission, Durham Trail Coordinating Committee, Energy from Waste – Waste Management Advisory Committee, Land Division Committee, Local Diversity and Immigration Partnership Council, Regional Task Force on Affordable and Seniors' Housing, Transit Advisory Committee, 2014 Municipal Election Compliance Audit Committee, and the 9-1-1 Management Board.

# 2. Attachments

Schedule #1: Regional Council Members 2017 Remuneration and Expenses

Schedule #2: Regional Council Members 2017 Compensation Paid in Lieu of Pension Plan

Schedule #3: Regional Council Appointees to Local Boards 2017 Remuneration and Expenses

Respectfully submitted,

Original Signed By

R.J. Clapp, CPA, CA Commissioner of Finance

Recommended for Presentation to Committee

Original Signed By

G.H. Cubitt, MSW Chief Administrative Officer

#### REGIONAL COUNCIL MEMBERS 2017 REMUNERATION AND EXPENSES

	REMUNERATION \$	<u>MILEAGE</u> \$	CONFERENCES, CONVENTIONS & MEETINGS \$	<u>TOTAL</u> \$
REGIONAL COUNCIL MEMBERS				
Aker, J.	54,694.64	252.45	-	54,947.09
Ashe, K.	54,694.64	689.71	-	55,384.35
Ballinger, J. (4)	54,694.64	2,336.14	1,275.33	58,306.11
Carter, D.	54,694.64	339.52	2,171.90	57,206.06
Chapman, R. (5)	60,673.86	824.79	4,048.23	65,546.88
Collier, S.	54,694.64	429.85	2,294.46	57,418.95
Diamond, N.	7,282.94	113.17	-	7,396.11
Drew, R.	54,694.64	976.10	1,219.75	56,890.49
Drumm, J. (4)	54,694.64	-	-	54,694.64
Foster, A. (4)	54,694.64	868.76	1,783.40	57,346.80
Gleed, D. (4)	54,694.64	-	-	54,694.64
Grant, J.	54,694.64	2,173.89	3,294.74	60,163.27
Henry, J.	54,694.64	-	-	54,694.64
Jordan, C.	54,694.64	282.80	3,442.64	58,420.08
McLean, W.	54,694.64	503.29	2,134.52	57,332.45
McQuaid-England, A.	54,694.64	-	2,392.12	57,086.76
Mitchell, D. (4)	54,694.64	-	1,757.65	56,452.29
Neal, Joe (4)	54,694.64	-	-	54,694.64
Neal, John	54,694.64	191.51	294.06	55,180.21
O'Connor, G.L. (4) (5)	60,673.86	1,486.40	2,252.45	64,412.71
Parish, S.	54,694.64	271.48	4,362.81	59,328.93
Pickles, D. (5)	60,673.86	907.62	2,176.53	63,758.01
Pidwerbecki, N. (5)	60,673.86	261.15	2,050.42	62,985.43
Rowett, T.	54,694.64	649.02	4,863.81	60,207.47
Roy, E. (4)	54,694.64	-	1,410.94	56,105.58
Ryan, D.	54,694.64	559.22	1,564.27	56,818.13
Sanders, D.	38,650.33	104.46	-	38,754.79
Smith, T.	54,694.64	1,446.36	-	56,141.00
Woo, W. (4)	54,694.64	923.07	1,815.28	57,432.99
	1,546,605.43	16,590.76	46,605.31	1,609,801.50

#### REGIONAL COUNCIL MEMBERS 2017 REMUNERATION AND EXPENSES

			CONFERENCES,			
			MEETINGS			
	REMUNERATION	MILEAGE	<u>&amp; OTHER</u>	<u>TOTAL</u>		
	\$	\$	\$	\$		
REGIONAL CHAIR						
Anderson, R.	206,610.76	5,578.12	14,028.49	226,217.37		

#### NOTES TO SCHEDULE OF REGIONAL COUNCIL MEMBERS 2017 REMUNERATION AND EXPENSES

(1) Remuneration to the Regional Chair and Regional Councillors is authorized under by-laws #16-2007, #01-2005, #08-2004, #09-2004, #10-2004, #50-95 and #61-93.

- (2) The Regional Chair is provided with an automobile and is reimbursed for actual expenses incurred.
- (3) Regional Councillors are reimbursed as follows: Mileage - based on the approved rate per kilometre. Conferences, Meetings, etc. -Meals & Incidentals - based on the approved rate of \$75/day without receipts; however, if the daily rate is insufficient, actual expenses with receipts are reimbursed. Accommodation, registration, etc. - reimbursed based on actual receipts.
  - Term Limit maximum of \$10,000 for conferences.
- (4) Remuneration paid to Regional Councillor by Area Municipality and the Region reimburses the Area Municipality.
- (5) Denotes Regional Standing Committee Chair.
- (6) Expenses for Regional Council study and training sessions are not included in this statement.

# REGIONAL COUNCIL MEMBERS 2017 COMPENSATION PAID IN LIEU OF PENSION PLAN

IN LIEU OF PENSION
\$
4,853.22
4,853.22
5,223.15
4,853.22
5,671.57
4,853.22
5,508.48
5,671.57
4,853.22
4,853.22
4,853.22
4,853.22
5,671.57
4,853.22
4,853.22
5,671.57
4,853.22
5,496.97
5,671.57
4,853.22
9,775.74
4,853.22
117,454.05

#### NOTES TO SCHEDULE OF 2017 COMPENSATION PAID IN LIEU OF PENSION PLAN

- (1) Pursuant to by-law #08-2004, members of Regional Council, including the Chair, who are not enrolled in OMERS, are entitled to compensation in lieu of a pension plan. Payment is made in the current year based on prior year's earnings.
- (2) Pursuant to by-law #16-2007, the Regional Chair is enrolled in OMERS.
- (3) Amount for In Lieu of Pension includes entitlement based on a portion of 2015 and 2016 earnings.
- (4) Amount for In Lieu of Pension includes entitlement based on 2016 and 2017 earnings.

REGIONAL COUNCIL			CONFERENCES, CONVENTIONS, MEETINGS &	
APPOINTEES	REMUNERATION	MILEAGE	<b>OTHER</b>	TOTAL
	\$	\$	\$	\$
Central Lake Ontario				
Conservation Authority	250.00	74.00		404.00
Aker, J.	350.00	71.82	-	421.82
Chapman, B.	400.00	77.86	-	477.86
Collier, S. Drumm, J.	250.00 350.00	97.20 68.04	-	347.20 418.04
Gleed, D.		00.04 -	-	
,	400.00 400.00	-	-	400.00 400.00
Hooper, R. Mitchell, D		139.86	-	
Mitchell, D.	2,850.00	172.80	-	2,989.86
Neal, John	400.00 400.00	172.00	-	572.80 400.00
Neal, Joe	400.00 300.00	276.05	-	400.00 576.05
O'Connor, G.L.	400.00		-	576.05
Pickles, D. Pidwerbecki, N.		190.95	-	
	400.00	77.76	-	477.76
Rowett, T.	250.00	143.10	-	393.10
Roy, E.	<u> </u>	<u> </u>		<u>65.12</u> <b>8,530.56</b>
	7,200.00	1,330.30		0,000.00
Ganaraska Region				
Conservation Authority				
Partner, W.	990.00	466.68	-	1,456.68
Woo, W.	275.00	126.24		401.24
	1,265.00	592.92	-	1,857.92
Kawartha Region				
Conservation Authority				
Hooper, R.	780.00	394.50	-	1,174.50
Kett, D.	420.00	560.50	-	980.50
Rowett, T.	240.00	92.00	-	332.00
Smith, T.	1,020.00	548.00	-	1,568.00
	2,460.00	1,595.00	-	4,055.00
Lake Simcoe Region				
Conservation Authority	100.00	007.00		007.00
Bath, D.	400.00	237.60	-	637.60
Drew, R.	900.00	606.96	-	1,506.96
Molloy, P.	1,000.00	297.00	<u> </u>	1,297.00
	2,300.00	1,141.56		3,441.56
Toronto & Region Conservation Authority				
Ashe, K.	692.96	360.00	_	1,052.96
Ballinger, J.	1,862.33	1,470.00	-	3,332.33
Jordan, C.	-	611.00	-	3,332.33 1,996.92
Julian, C.	<u> </u>	2,441.00	<u> </u>	6,382.21
	5,741.21	2,441.00		0,302.21

REGIONAL COUNCIL			CONFERENCES, CONVENTIONS, MEETINGS &	
APPOINTEES	REMUNERATION	MILEAGE	<u>OTHER</u>	<u>TOTAL</u>
	\$	\$	\$	\$
Durham Accessibility Advisory Committee				
Atkinson, R.	-	46.74	-	46.74
Barrie, S.	-	-	-	-
Bell, M.	-	-	-	-
Boose, C.	-	-	-	-
Campbell, D.	-	-	-	-
Drumm, J.	-	-	-	-
McAllister, D.	-	-	-	-
O'Bumsawin, A.	-	-	-	-
Roche, M.	-	-	-	-
Rundle, P.	-	-	-	-
Sones, S.	-	-	-	-
Stevenson, J.	-	-	-	-
Sutherland, M.		-	250.00	250.00
		46.74	250.00	296.74
Durham Agricultural Advisory Committee				
Bacon, I.	-	307.48	-	307.48
Bath, D.	-	144.18	-	144.18
Bowman, E.	-	118.80	-	118.80
Cohoon, Z.	-	345.60	-	345.60
Henderson, J.	-	168.48	100.00	268.48
Howsam, B.	-	111.78	-	111.78
Kemp, K.	-	528.66	-	528.66
Kennedy, K.	-	378.00	-	378.00
O'Connor, G.L.	-	-	-	-
Puterbough, F.	-	-	-	-
Risebrough, D.	-	564.73	100.00	664.73
Rowett, T.	-	-	-	-
Schillings, H.	-	133.06	-	133.06
Smith, B.	-	338.69	-	338.69
Taylor, G.	-	135.32	-	135.32
Watpool, T.	-	452.09	-	452.09
Winter, B.		72.58		72.58
	<u> </u>	3,799.45	200.00	3,999.45
Durham Trail Coordinating Committee				
Back, J.	-	68.47	-	68.47
Ballinger, J.	-	-	-	-
Carter, D.	-	-	-	-
Clayton, W.T.	-	452.95	-	452.95
Collier, S.	-	-	-	-
Davidson, P.	-	29.27	-	29.27
Jones, K.	-	44.06	-	44.06
Lodwick, G.	-	189.54	-	189.54
McDougall, I.	-	386.42	342.50	728.92
Mujeeb, A.	-	39.53	-	39.53
Neal, J	-	-	-	-
Pickles, D.	-	-	-	-
Roy, E.	-	-	-	-
Slaughter, C.	-	29.81	-	29.81
Taylor, D.	-	52.49	-	52.49
Weist, M.		42.12		42.12
	-	1,334.66	342.50	1,677.16

REGIONAL COUNCIL			CONFERENCES, CONVENTIONS, MEETINGS &	
APPOINTEES	REMUNERATION	MILEAGE	<u>OTHER</u>	<u>TOTAL</u>
	\$	\$	\$	\$
Durham Environmental				
Advisory Committee				
Carpentier, G.	_	375.84	_	375.84
Chaudhry, O.		334.47		334.47
Clearwater, S.	-	209.52	20.00	229.52
Duffy, C.		209.32	20.00	-
Henry, J.				-
Junop, C.		131.33		131.33
Layton, G.		219.78		219.78
Manns, H.		432.00		432.00
McDonald, K.		32.40		32.40
McGuire, M.		- -		- 52.40
McRae, E.	-	50.22	-	- 50.22
Moss-Newman, W.	-	69.34	-	69.34
Murray, K.	-	66.96	-	66.96
Parish, S.	-		-	-
Pettingill, C.		403.49	_	403.49
Porter, E.	-	403.49	-	403.49
Sellers, K.	-	124.74	-	- 124.74
Stathopoulos, D.		319.79	_	319.79
Thompson, M.		94.50		94.50
Tincombe, C.		54.50		34.50
Tilleombe, C.		2,864.38	20.00	2,884.38
		2,004.50	20.00	2,004.50
Durham Region Non-Profit				
Housing Corporation				
Anderson, R.	-	-	-	-
Carter, D.	6,000.00	-	1,326.86	7,326.86
Chapman, B.	-	-	1,461.98	1,461.98
O'Connor, G.L.	-	-	-	-
Pickles, D.	-	-	-	-
Pidwerbecki, N.	-	-	-	-
Neal, J.				-
	6,000.00	-	2,788.84	8,788.84
Durham Region Police Services Board				
Anderson, R.	10,979.28	-	2,767.85	13,747.13
Drew, B.	5,979.22	248.37	4,898.44	11,126.03
McLean, W.	5,979.22	-	9,009.96	14,989.18
Lal, S.	11,087.00	305.91	4,691.49	16,084.40
	34,024.72	554.28	21,367.74	55,946.74
Federation of Canadian Municipalities				
Anderson, R.			8,386.81	8,386.81
			8,386.81	8,386.81
Greater Toronto Airport Authority				
Consultative Committee				
Weiss, K	<u>-</u>	134.21	<u>-</u>	134.21
**000, IX		134.21	·	134.21
				104.21

REGIONAL COUNCIL			CONFERENCES, CONVENTIONS, MEETINGS &	
APPOINTEES	REMUNERATION	MILEAGE	OTHER	TOTAL
	\$	\$	\$	\$
Land Division Committee				
Hamilton, P.	2,380.16	79.37	-	2,459.53
Hudson, E.	1,755.18	-	-	1,755.18
Hurst, J.	3,198.66	-	-	3,198.66
Kydd, G.	2,145.22	428.38	58.65	2,632.25
Malone, R.	1,950.20	640.37	58.27	2,648.84
Marquis, D.	2,145.22	402.32	-	2,547.54
Reinhardt, K.	1,365.14	596.59	108.00	2,069.73
Rock, G.	1,365.14	128.86	70.39	1,564.39
	16,304.92	2,275.89	295.31	18,876.12
Toronto Global				
Anderson, R.	<u>-</u>	-	1.000.98	1,000.98
	-	-	1,000.98	1,000.98
CTC Source Protection				
Presta. J	_	256.53	_	256.53
1 10010, 0	<u> </u>	256.53	-	256.53
Trent Conservation Coalition Source Protection Committee				
	600.00	00.00		608.00
Franklin, R.	<u> </u>	<u>98.00</u> <b>98.00</b>		<u>698.00</u> <b>698.00</b>
	00.00	90.00	-	090.00

#### NOTE TO SCHEDULE OF REGIONAL COUNCIL APPOINTEES TO LOCAL BOARDS 2017 REMUNERATION AND EXPENSES

1. No remuneration or expenses were paid to Regional Council Appointees to the:

- 2014 Municipal Election Compliance Audit Committee
- 9-1-1 Management Board
- Association of Local Public Health Agencies
- Association of Municipalities of Ontario
- Business Advisory Centre Durham
- Canadian National Exhibition Association
- Development Charges Complaint Committee
- Durham Advisory Committee on Homelessness
- Durham Nuclear Health Committee
- Durham Region Child and Youth Advocate
- Durham Region Roundtable on Climate Change
- Durham Region Transit Commission
- Durham Regional Local Housing Corporation
- East Duffins Headwaters Committee
- Energy from Waste Waste Management Advisory Committee
- GTA Agricultural Action Committee & Golden Horseshoe Food & Farming Alliance
- Greater Toronto Airports Authority
- Local Diversity and Immigration Partnership Council
- Regional Task Force on Affordable and Seniors' Housing
- Royal Agricultural Winter Fair Association
- South Georgian Bay-Lake Simcoe Source Protection Committee
- TRCA Trail Guidelines Advisory Committee
- Transit Advisory Committee

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2095



The Regional Municipality of Durham Report

To:	The Committee of the Whole
From:	Chief Information Officer, Corporate Services, Information Technology
Report:	#2018-COW-38
Date:	March 7, 2018

# Subject:

Delegation of Authority to initiate acceptance into the Apple and Google Developer Programs

# **Recommendation:**

That the Committee of the Whole recommends to Regional Council:

- 1. That the Corporate Services, Information Technology division through the Chief Information Officer be authorized to accept, via online submission form, the Terms of Service required to participate in Apple Developer Program and Google Developer Program;
- 2. That the Corporate Services, Information Technology division through the Chief Information Officer be authorized to execute, via online submission form, all legal agreements and amendments required to participate in Apple Developer Program and Google Play Developer Program subject to a review and acceptance of the terms by the Director of Legal Services;
- 3. That Corporate Services, Information Technology division be authorized to develop, manage and support, Durham Region mobile application submissions to the Apple Store via Apple Developer Program and Google Play via Google Play Developer Program;
- 4. That the annual fees required to participate in Apple Developer Program and Google Play Developer Program be funded through the operational accounts for Corporate Services, Information Technology; and
- 5. That Corporate Services, Information Technology division through the Chief Information Officer be authorized to accept additional software developer programs that would be utilized by the Region of Durham, with support from Corporate Services, Legal Services.

# **Report:**

### 1. Background

1.1 The Region's Works – Waste Management department currently provides to the citizens, a mobile application for iPhone, iPad and Android platforms through a third-party partner.

- 1.2 Changes to Apple's App Review Guidelines require all organizations to now publish their applications under their own corporate account. Third party application development partners have been publishing Durham Region mobile applications for a number of years.
- 1.3 The Apple Developer Program allows organizations to develop, test and distribute applications for iPhone, iPad, Mac, Apple Watch, Apple TV, and iMessage, and on the Safari Extensions Gallery. By participating in the program, Durham Region will ensure that all Apple mobile applications developed internally and/or by third party partners, are available to end users and in compliance with the latest Apple Policies for application distribution in the App Store.
- 1.4 The Google Play Developer Program allows organizations to develop, test and distribute applications for Android. By participating in the program, the Region of Durham will ensure that all Android mobile applications developed internally and/or by third party partners, are available to end users and in compliance with the latest Google Policies for application distribution in the Google Play Store.
- 1.5 Any future mobile application that may be provided by the Region must be distributed to the public via the Region's Apple and Google developer accounts.
- 1.6 Both developer programs have small costs associated with them:
  - The Apple Developer Program currently has an annual recurring cost of USD \$99 per year.
  - The Google Play Developer Program currently has a one-time registration fee of USD \$25.

### 2. Products Affected

2.1 Any current or future iPhone, iPad and/or Android mobile applications provided by the Region to its residents and staff.

### 3. Benefits

- 3.1 By becoming part of the Apple Developer Program and Google Play Developer Program, the following three benefits will be immediately available to residents and staff:
  - Mobile applications will be more identifiable as being Durham Region services, thereby reassuring our residents they are using an application authorized by the organization; and
  - Better insights by using the development program's analytical tools to understand usage and engagement use within the mobile applications; and
  - Isolation from third party vendor accounts which may be hosting different products not related to the business that Durham Region conducts.

## 4. Conclusions

- 4.1 That the Corporate Services, Information Technology division through the Chief Information Officer be authorized to accept, via online submission form, the Terms of Service required to participate in Apple Developer Program and Google Play Developer Program;
- 4.2 That the Corporate Services, Information Technology division through the Chief Information Officer be authorized to execute, via online submission form, all legal agreements and amendments required to participate in Apple Developer Program and Google Play Developer Program;
- 4.3 That Corporate Services, Information Technology division be authorized to develop, manage and support, all Durham Region mobile application submissions to the Apple Store via Apple Developer Program and Google Play via Google Play Developer Program; and
- 4.4 That the annual fees required to participate in Apple Developer Program and Google Play Developer Program be funded through the operational accounts for Corporate Services, Information Technology That Corporate Services-Information Technology division through the Chief Information Officer be authorized to accept additional software developer programs that would be utilized by the Region of Durham, with support from Corporate Services, Legal Services.

#### 5. Review

5.1 Corporate Services, Legal Services has reviewed the agreements and concurs with the recommendation.

### 6. Attachments

Attachment #1: Apple Developer Agreement

Attachment #2: Google Play Developer Distribution Agreement

Respectfully submitted,

Original signed by

D. Beaton, B.A.S, M.P.A. Commissioner of Corporate Services

Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR PARTICIPATION AS AN APPLE DEVELOPER. PLEASE READ THIS APPLE DEVELOPER AGREEMENT ("AGREEMENT") BEFORE PRESSING THE "AGREE" BUTTON AND CHECKING THE BOX AT THE BOTTOM OF THIS PAGE. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL".

# **Apple Developer Agreement**

1. Relationship With Apple; Apple ID and Password. You understand and agree that by registering with Apple to become an Apple Developer ("Apple Developer"), no legal partnership or agency relationship is created between you and Apple. You agree not to represent otherwise. You also certify that you are at least thirteen years of age and you represent that you are legally permitted to register as an Apple Developer. This Agreement is void where prohibited by law and the right to register as an Apple Developer is not granted in such jurisdictions. Unless otherwise agreed or permitted by Apple in writing, you cannot share or transfer any benefits you receive from Apple in connection with being an Apple Developer. The Apple ID and password you use to log into your Apple Developer account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your Apple ID and password and for any activity in connection with your account.

2. Developer Benefits. As an Apple Developer, you may have the opportunity to attend certain Apple developer conferences, technical talks, and other events (including online or electronic broadcasts of such events) ("Apple Events"). In addition, Apple may offer to provide you with certain services ("Services"), as described more fully herein and on the Apple Developer web pages ("Site"), solely for your own use in connection with your participation as an Apple Developer. Services may include, but not be limited to, any services Apple offers at Apple Events or on the Site as well as the offering of any content or materials displayed on the Site ("Content"). Apple may change, suspend or discontinue providing the Services, Site and Content to you at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of such materials without notice or liability.

3. **Restrictions.** You agree not to exploit the Site, or any Services, Apple Events or Content provided to you by Apple as an Apple Developer, in any unauthorized way, including but not limited to, by trespass, burdening network capacity or using the Services, Site or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Site and Content provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with Apple, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display, or in any way exploit any of the Site, Content or Services. You may not decompile, reverse engineer, disassemble, or attempt to derive the source code of any software or security components of the Services, Site, or Content (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by any licensing terms accompanying the foregoing). Use of the Site, Content or Services to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited. Apple retains ownership of all its rights in the Site, Content, Apple Events and Services, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

**4. Confidentiality.** Except as otherwise set forth herein, you agree that any Apple prerelease software, services, and/or hardware (including related documentation and materials) provided to you as an Apple Developer ("**Pre-Release Materials**") and any information disclosed by Apple to you in connection with Apple Events will be considered and referred to as "**Apple Confidential Information**".

Notwithstanding the foregoing, Apple Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by Apple; (c) information that is independently developed by you without the use of any Apple Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third party software and/or documentation provided to you by Apple and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. Further, Apple agrees that you will not be bound by the foregoing confidentiality terms with regard to technical information about Apple pre-release software, services and/or hardware disclosed by Apple at WWDC (Apple's Worldwide Developers Conference), except that you may not post screen shots of, write public reviews of, or redistribute any such materials.

5. Nondisclosure and Nonuse of Apple Confidential Information. Unless otherwise expressly agreed or permitted in writing by Apple, you agree not to disclose, publish, or disseminate any Apple Confidential Information to anyone other than to other Apple Developers who are employees and contractors working for the same entity as you and then only to the extent that Apple does not otherwise prohibit such disclosure. Except for your authorized purposes as an Apple Developer or as otherwise expressly agreed or permitted by Apple in writing, you agree not to use Apple Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance. You further agree to take reasonable precautions to prevent any unauthorized use. disclosure, publication, or dissemination of Apple Confidential Information. You acknowledge that unauthorized disclosure or use of Apple Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, you agree that Apple will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose Apple Confidential Information, you may make such disclosure, but only if you have notified Apple before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as Apple Confidential Information.

Confidential Pre-Release Materials License and Restrictions. If Apple provides you 6. with Pre-Release Materials, then subject to your compliance with the terms and conditions of this Agreement, Apple hereby grants you a nonexclusive, nontransferable, right and license to use the Pre-Release Materials only for the limited purposes set forth in this Section 6; provided however that if such Pre-Release Materials are subject to a separate license agreement, you agree that the license agreement accompanying such materials in addition to Sections 4 and 5 of this Agreement shall also govern your use of the Pre-Release Materials. You further agree that in the event of any inconsistency between Section 4 and 5 of this Agreement and the confidentiality restrictions in the license agreement, the license agreement shall govern. You agree not to use the Pre-Release Materials for any purpose other than testing and/or development by you of a product designed to operate in combination with the same operating system for which the Pre-Release Materials are designed. This Agreement does not grant you any right or license to incorporate or make use of any Apple intellectual property (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property. You agree not to decompile, reverse engineer, disassemble, or otherwise reduce the Pre-Release Materials to a human-perceivable form, and you will not modify, network, rent, lease, transmit, sell, or loan the Pre-Release Materials in whole or in part.

7. Developer Content License and Restrictions. As an Apple Developer, you may have access to certain proprietary content (including, without limitation, video presentations and audio recordings) that Apple may make available to you from time to time ("Content"). Content shall be considered Apple Confidential Information, unless otherwise agreed or permitted in writing by Apple. You may not share the Content with anyone, including, without limitation, employees and contractors working for the same entity as you, regardless of whether they are Apple Developers, unless otherwise expressly permitted by Apple. Subject to these terms and conditions, Apple grants you a personal and nontransferable license to access and use the Content for authorized purposes as an Apple Developer; provided that you may only download one (1) copy of the Content and such download must be completed within the time period specified by Apple for such download. Except as expressly permitted by Apple, you shall not modify, translate, reproduce, distribute, or create derivative works of the Content or any part thereof. You shall not rent, lease, loan, sell, sublicense, assign or otherwise transfer any rights in the Content. Apple and/or Apple's licensor(s) retain ownership of the Content itself and any copies or portions thereof. The Content is licensed, not sold, to you by Apple for use only under this Agreement, and Apple reserves all rights not expressly granted to you. Your rights under this license to use and access the Content will terminate automatically without notice from Apple if you fail to comply with any of these provisions.

8. Compatibility Labs; Developer Technical Support (DTS). As an Apple Developer, you may have access to Apple's software and/or hardware compatibility testing and development labs ("Labs") and/or developer technical support incidents ("DTS Services") that Apple may make available to you from time to time as an Apple developer benefit or for a separate fee. You agree that all use of such Labs and DTS Services will be in accordance with Apple's usage policies for such services, which are subject to change from time to time, with or without prior notice to you. Without limiting the foregoing. Apple may post on the Site and/or send an email to you with notices of such changes. It is your responsibility to review the Site and/or check your email address registered with Apple for any such notices. You agree that Apple shall not be liable to you or any third party for any modification or cessation of such services. As part of the DTS Services, Apple may supply you with certain code snippets, sample code, software, and other materials ("Materials"). You agree that any Materials that Apple provides as part of the DTS Services are licensed to you and shall be used by you only in accordance with the terms and conditions accompanying the Materials. Apple retains ownership of all of its right, title and interest in such Materials and no other rights or licenses are granted or to be implied under any Apple intellectual property. You have no right to copy, decompile, reverse engineer, sublicense or otherwise distribute such Materials, except as may be expressly provided in the terms and conditions accompanying the Materials. YOU AGREE THAT WHEN REQUESTING AND RECEIVING TECHNICAL SUPPORT FROM DTS SERVICES, YOU WILL NOT PROVIDE APPLE WITH ANY INFORMATION, INCLUDING THAT INCORPORATED IN YOUR SOFTWARE, THAT IS CONFIDENTIAL TO YOU OR ANY THIRD PARTY. YOU AGREE THAT ANY NOTICE. LEGEND, OR LABEL TO THE CONTRARY CONTAINED IN ANY SUCH MATERIALS PROVIDED BY YOU TO APPLE SHALL BE WITHOUT EFFECT. APPLE SHALL BE FREE TO **USE ALL SUCH INFORMATION IT RECEIVES FROM YOU IN ANY MANNER IT DEEMS** APPROPRIATE, SUBJECT TO ANY APPLICABLE PATENTS OR COPYRIGHTS. Apple reserves the right to reject a request for access to Labs or for DTS Services at any time and for any reason, in which event Apple may credit you for the rejected lab or support request. You shall be solely responsible for any restoration of lost or altered files, data, programs or other materials provided.

**9. Amendment; Communication.** Apple reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions)("Additional Terms") communicated to you by Apple. All Additional Terms are hereby incorporated into this Agreement by this reference and your continued use of the Site will indicate your acceptance of any Additional Terms. In addition, Apple may be sending communications to you from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be

limited to, membership information, marketing materials, technical information, and updates and/or changes regarding your participation as an Apple Developer. By agreeing to this Agreement, you consent that Apple may provide you with such communications.

**10. Term and Termination.** Apple may terminate or suspend you as a registered Apple Developer at any time in Apple's sole discretion. If Apple terminates you as a registered Apple Developer, Apple reserves the right to deny your reapplication at any time in Apple's sole discretion. You may terminate your participation as a registered Apple Developer at any time, for any reason, by notifying Apple in writing of your intent to do so. Upon any termination or, at Apple's discretion, suspension, all rights and licenses granted to you by Apple will cease, including your right to access the Site, and you agree to destroy any and all Apple Confidential Information that is in your possession or control. At Apple's request, you agree to provide certification of such destruction to Apple. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason. Following termination of this Agreement, Sections 1, 3-5, 7 (but only for so long as the duration specified by Apple for such usage), 10-19 shall continue to bind the parties.

**11. Apple Independent Development.** Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that you may develop, produce, market, or distribute. In the absence of a separate written agreement to the contrary, Apple will be free to use any information, suggestions or recommendations you provide to Apple pursuant to this Agreement for any purpose, subject to any applicable patents or copyrights.

**12. Use Of Apple Trademarks, Logos, etc.** You agree to follow Apple's trademark and copyright guidelines as published at: www.apple.com/legal/guidelinesfor3rdparties.html ("**Guidelines**") and as may be modified from time to time. You agree not to use the marks "Apple," the Apple Logo, "Mac", "iPhone," "iPod touch" or any other marks belonging or licensed to Apple in any way except as expressly authorized in writing by Apple in each instance or as permitted in Apple's Guidelines. You agree that all goodwill arising out of your authorized use of Apple's marks shall inure to the benefit of and belong to Apple.

13. No Warranty. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "APPLE" FOR PURPOSES OF THIS SECTION 13 AND 14) DO NOT PROMISE THAT THE SITE, CONTENT, SERVICES (INCLUDING, FUNCTIONALITY OR FEATURES OF THE FOREGOING), LABS, DTS SERVICES. OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE HEREUNDER AS AN APPLE DEVELOPER (COLLECTIVELY, THE "SERVICE" FOR PURPOSES OF THIS SECTION 13 AND 14) WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. APPLE CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) YOU ACCESS OR DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, APPLE DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND APPLE DISCLAIMS ANY LIABILITY RELATED THERETO. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. INCLUDING ANY WARRANTIES OF ACCURACY. NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST APPLE FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. TO THE EXTENT THAT APPLE MAKES ANY PRE-RELEASE SOFTWARE,

HARDWARE OR OTHER PRODUCTS, SERVICES OR INFORMATION RELATED THERETO AVAILABLE TO YOU AS AN APPLE DEVELOPER, YOU UNDERSTAND THAT APPLE IS UNDER NO OBLIGATION TO PROVIDE UPDATES, ENHANCEMENTS, OR CORRECTIONS, OR TO NOTIFY YOU OF ANY PRODUCT OR SERVICES CHANGES THAT APPLE MAY MAKE, OR TO PUBLICLY ANNOUNCE OR INTRODUCE THE PRODUCT(S) OR SERVICE AT ANY TIME IN THE FUTURE.

**14. Disclaimer of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

**15. Third-Party Notices and Products.** Third-party software provided by Apple to you as an Apple Developer may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third-party software. Mention of third-parties and third-party products in any materials, documentation, advertising, or promotions provided to you as an Apple Developer is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third-party product specifications and descriptions are supplied by the respective vendor or supplier, and Apple shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

**16. Export Control.** You may not use or otherwise export or re-export any Apple Confidential Information received from Apple except as authorized by United States law and the laws of the jurisdiction in which the Apple Confidential Information was obtained. In particular, but without limitation, the Apple Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. By becoming an Apple Developer or using any Apple Confidential Information, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use any Apple Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

**17. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any disputes arising out of this Agreement.

**18. Government End Users.** Certain Apple Confidential Information may be considered "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer

Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**19. Miscellaneous.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.* 

EA1283 6/8/15



# Google Play Developer Distribution Agreement

### Effective as of May 17, 2017 (view archived version)

### Definitions

**Authorized Carrier:** A mobile network operator who is authorized to receive a distribution fee for Products that are sold to users of Devices on its network.

**Brand Features:** the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned (or licensed) by such party from time to time.

**Developer or You:** Any person or company who is registered and approved by Google Play to distribute Products in accordance with the terms of this Agreement.

**Developer Account:** A publishing account issued to Developers that enables the distribution of Products via Google Play.

**Device:** Any device that can access Google Play, as defined herein.

**Google:** Google Inc., a Delaware corporation with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States; Google Ireland Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; Google Commerce Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; and Google Asia Pacific Pte. Limited, a company incorporated in Singapore with principal place of business at 70 Pasir Panjang Road, #03-71, Mapletree Business City, Singapore 117371.

Google Play: The software and services (including the Play Console) that Google has created

and operates, which allow registered Developers in certain countries to distribute Products directly to users of Devices.

**Payment Account:** A financial account issued by a Payment Processor to a Developer that authorizes the Payment Processor to collect and remit payments on the Developer's behalf for Products sold via Google Play Developers must be approved by a Payment Processor for a Payment Account and maintain their account in good standing to charge for Products distributed via Google Play.

**Payment Processor(s)**: As specified and designated in the <u>Developer Program Policies</u>, a party authorized by Google to provide services that enable Developers with Payment Accounts to charge users for Products distributed via Google Play.

**Play Console**: The Google Play Console and other online tools or services provided by Google to developers to manage the distribution of Products and related functions.

**Products:** Software, content and digital materials distributed via Google Play.

# 1. Introduction

1.1 Developers can distribute Products for Devices via Google Play. In order to distribute Products via Google Play, you must acquire and maintain a valid Developer Account.

1.2 If you want to charge a fee for your Products, you must also acquire and maintain a valid Payment Account from an authorized Payment Processor.

# 2. Accepting this Agreement

2.1 This agreement ("Agreement") forms a legally binding contract between you and Google in relation to your use of Google Play to distribute Products. You acknowledge that Google will, solely on your behalf, and not on Google's behalf, display and make Products available for viewing, download and purchase by users. In order to use Google Play to distribute Products, you must accept this Agreement and provide complete and accurate information in the Play Console. You may not distribute Products via Google Play if you do not accept this Agreement.

2.2 You may not use Google Play to distribute Products and may not accept the Agreement unless you are verified as a Developer in good standing. This Agreement will automatically

terminate if you are (a) not a Developer in good standing, or (b) a person or entity barred from using Android software under the laws of the United States or other countries including the country in which you are resident or from which you use the Android software.

2.3 If you are agreeing to be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not accept the Agreement or use Google Play on behalf of your employer or other entity.

# 3. Pricing and Payments.

3.1 This Agreement covers both Products you choose to distribute for free and Products for which you charge a fee. In order to charge a fee for your Products, you must have a valid Payment Account under a separate agreement with a Payment Processor. If you have an existing Payment Account with a Payment Processor before signing up as a developer on Google Play, then the terms of that agreement will apply except in the event of a conflict with this Agreement (in which case the terms of this Agreement shall apply).

3.2 Products are displayed to users on your behalf, at prices you establish in your sole discretion. Google may include applicable taxes in the price charged to users of Google Play. You may set the price for your Products in the currencies permitted by the Payment Processor. Google may display the price of Products to users in their native currency, but it is not responsible for the accuracy of currency rates or currency conversion.

3.3 You are the merchant of record for Products you sell through Google Play. For a given transaction, you are contracting with the applicable Google entity based on where you have selected to distribute your Product (as set forth <u>here</u>). The price you set for Products will determine the amount of payment you will receive. A Transaction Fee, as defined below, will be charged on the sales price and apportioned to the Payment Processor and, if one exists, the Authorized Carrier. Where either Google, the Payment Processor or the Authorized Carrier are required by applicable (local) legislation to withhold any taxes ("Withholding Taxes") on payments made or received by anyone of them, Google will also deduct an amount equal to such Withholding Taxes from the sales price. For the avoidance of doubt, Withholding Taxes include, but are not limited to, withholding tax obligations on cross-border payments or imposed by telecommunications taxes. The remainder (sales price less Transaction Fee, and less the amount equal to any Withholding Taxes) will be remitted to you. The "Transaction Fee" is set

forth <u>here</u> and may be revised by Google from time to time. You are responsible for providing any applicable tax residency certificates to Google. If Google or its service provider does not receive such documentation, Google will withhold at the domestic withholding tax rate.

3.4 Developer is responsible for determining if a Product is taxable and the applicable tax rate for the Payment Processor to collect for each taxing jurisdiction where Products are sold. Developer is responsible for remitting taxes to the appropriate taxing authority. Where Google, the Payment Processor or the Authorized Carrier is required by applicable (local) legislation to determine, apply and pay the applicable tax rate, Google, the Payment Processor or the Authorized Carrier (and not Developer) will be responsible for applying and collecting and remitting the taxes to the appropriate taxing authority. If Google collects and remits value added taxes on customer payments (where required of Google by applicable local law) and this remittance fulfills the applicable requirements for value added taxes on those customer payments, such taxes will not be passed on to Developer by Google. Where Google is required to collect and remit taxes as described in this section, Developer and Google will recognise a supply from Developer to Google for tax purposes, and developer will comply with the relevant tax obligations arising from this additional supply.

3.5 You may also choose to distribute Products for free. If the Product is free, you will not be charged a Transaction Fee. You may not start charging a user for a Product that was initially free unless the charge correlates with an alternative version of the Product. The Payment Processor must process all fees a Developer receives for any version of a Product distributed via Google Play.

3.6 You Support Your Product. Buyers are instructed to contact the developer concerning any defects or performance issues in applications accessed, downloaded or installed from Google Play. You will be solely responsible for, and Google will have no responsibility to undertake or handle support and maintenance of your Products and any complaints about your Products. You must supply and maintain valid and accurate contact information that will be displayed in each application detail page on Google Play and made available to users for customer support and legal purposes. For paid Products or in-app transactions, you must respond to customer support inquiries within three (3) business days, and within 24 hours to any support or Product concerns stated to be urgent by Google. Failure to provide adequate information or support for your Products may result in low Product ratings, less prominent product exposure, low sales, billing disputes, or removal from Google Play.

3.7 Authority to Refund. You authorize Google to give the buyer a full refund of the price of a

Product or in-app transaction on your behalf if the buyer requests the refund at any time after purchase. In all other respects, the Payment Processor's standard terms and conditions regarding refunds will apply. User refunds may be exclusive of taxes previously charged to users for Product purchases. Except in cases when multiple disputes are initiated by a user, billing disputes for Products sold for less than \$10, and any handling fees charged by the Payment Processor, may be automatically charged back to the Developer except in cases when Google determines in its sole discretion that the user initiating the dispute has an abnormal dispute history. Chargeback requests for Products \$10 or more will be handled in accordance with the Payment Processor's standard policy.

3.8 Reinstalls. Users are allowed unlimited reinstalls of each previously installed Product, provided however that if you remove such a Product(s) from Google Play pursuant to clauses (i), (ii), (iii) or (iv) of Section 7.1, such Product(s) shall be removed from all portions of Google Play and users shall no longer have a right or ability to reinstall the affected Products.

# 4. Use of Google Play by You

4.1 Except for the license rights granted by you in Section 5 below, Google agrees that it obtains no right, title or interest from you (or your licensors) under this Agreement in or to any of Products, including any intellectual property rights which subsist in those Products.

4.2 You agree to use Google Play only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree that if you use Google Play to distribute Products, you will protect the privacy and legal rights of users. If the users provide you with, or your Product accesses or uses, user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your Product, and you must provide legally adequate privacy notice and protection for those users. Further, your Product may only use that information for the limited purposes for which the user has given you permission to do so. If your Product stores personal or sensitive information provided by users, it must do so securely and only for as long as it is needed. But if the user has opted into a separate agreement with you that allows you or your Product to store or use personal or sensitive information directly related to your Product (not including other products or applications) then the terms of that separate

agreement will govern your use of such information. If the user provides your Product with Google Account information, your Product may only use that information to access the user's Google Account when, and for the limited purposes for which, the user has given you permission to do so.

4.4 **Prohibited Actions.** You agree that you will not engage in any activity with Google Play, including the development or distribution of Products, that interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of any third party including, but not limited to, Android users, Google or any mobile network operator. You may not use customer information obtained from Google Play to sell or distribute Products outside of Google Play.

4.5 **Alternative Stores.** You may not use Google Play to distribute or make available any Product which has a purpose that facilitates the distribution of software applications and games for use on Android devices outside of Google Play.

4.6 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any Products you distribute through Google Play including use of any Google Play APIs and for the consequences of your actions (including any loss or damage which Google may suffer) by doing so. These consequences include, but are not limited to, product liability, consumer protection, and/or intellectual property claims relating to your products.

4.7 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any breach of your obligations under this Agreement, any applicable third party contract or terms of service, or any applicable law or regulation, and for the consequences (including any loss or damage which Google or any third party may suffer) of any such breach.

4.8 **Product Ratings.** Google Play will allow users to rate and review certain Products. Only users who download the applicable Product will be able to rate and review it on Google Play. Product ratings may be used to determine the placement of Products on Google Play, subject to Google's ability to change placement at Google's sole discretion. Google Play may also assign you a composite score for any Product that has not received user ratings. A Developer Composite Score will be a representation of the quality of your Product based on your history and will be determined at Google's sole discretion. For new Developers without Product history, Google may use or publish performance measurements such as uninstall and/or refund rates to identify or remove Products that are not meeting acceptable standards, as determined by

Google. Google reserves the right to display Products to users in a manner that will be determined at Google's sole discretion.

Your Products may be subject to user ratings to which you may not agree. You may <u>contact</u> Google if you have any questions or concerns regarding such ratings.

4.9 **Marketing Your Product.** You will be responsible for uploading your Products to Google Play, providing required Product information and support to users, and accurately disclosing the security permissions necessary for the Product to function on user Devices. Products that are not uploaded in accordance with this clause will not be published.

4.10 **Restricted Content.** Any Product you distribute via Google Play must adhere to the <u>Developer Program Policies</u>.

#### 5. License Grants

5.1 You grant to Google a nonexclusive, worldwide, and royalty-free license to: reproduce, perform, display, analyze, and use the Products in connection with (i) the operation and marketing of Google Play; (ii) the marketing of devices and services that support the use of the Products, (iii) making improvements to Google Play and the Android platform, and (iv) checking for compliance with this Agreement and the Developer Program Policies.

5.2 You grant to Google a non-exclusive, and royalty-free license to distribute the Products in the manner indicated in the Play Console.

5.3 Google may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement, provided that such consultants and contractors will be subject to the same obligations as Google. After termination of this Agreement, Google will not distribute your Product, but may retain and use copies of the Product for support of Google Play and the Android platform.

5.4 You grant to the user a non-exclusive, worldwide, and perpetual license to perform, display, and use the Product on the Device. The user may include, but is not limited to, a family group, with a family manager and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play will be subject to reasonable limits designed to prevent abuse of family sharing features. Users in a family group may purchase a single copy of the Product (except in-app and subscription Products, which cannot be shared)

and share it with other family members in their family group. If, in your Play Console, you opt in to allowing users to share previously purchased Products, your authorization of sharing of those purchases by those users is subject to this Agreement. If you choose, you may include a separate end user license agreement (EULA) in your Product that will govern the user's rights to the Product, but, to the extent that EULA conflicts with this Agreement, this Agreement shall supersede the EULA.

5.5 You represent and warrant that you have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to the Product. If You use third-party materials, You represent and warrant that you have the right to distribute the third-party material in the Product. You agree that you will not submit material to Google Play that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material.

### 6. Brand Features and Publicity

6.1 Each party shall own all right, title and interest, including without limitation all intellectual property rights, relating to its Brand Features. Except to the limited extent expressly provided in this Agreement, neither party grants, nor shall the other party acquire, any right, title or interest (including, without limitation, any implied license) in or to any Brand Features of the other party. Subject to the terms and conditions of this Agreement, Developer grants to Google and its affiliates a limited, non-exclusive, royalty-free license during the term of this Agreement to display Developer Brand Features, submitted by Developer to Google, for use solely online or on mobile devices and in either case solely in connection with the distribution and sale of Developer's Product through Google Play, or to otherwise fulfill its obligations under this Agreement. If Developer discontinues the distribution of specific Products via Google Play, Google will cease use of the discontinued Products' Brand Features pursuant to this Section 6.1, except as necessary to allow Google to effectuate Section 3.8. Nothing in this Agreement gives Developer a right to use any of Google's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

6.2 **Publicity.** In addition to the license granted in 6.1 above, for purposes of marketing the presence, distribution and sale of the Developer's Product via Google Play and its availability for use on devices and through other Google services, Google and its affiliates may include Developer Brand Features, submitted by Developer to Google: (i) within Google Play and in any

Google-owned online or mobile properties; (ii) in online, mobile, television, out of home (e.g. billboard), and print advertising formats outside of Google Play when mentioned along with other Google Play Products; (iii) when making announcements of the availability of the Product; (iv) in presentations; and (v) in customer lists which appear either online or on mobile devices (which includes, without limitation, customer lists posted on Google websites). If Developer discontinues the distribution of specific Products via Google Play, Google will cease further use of the discontinued Products' Brand Features for such marketing purposes. Google grants to Developer a limited, non-exclusive, worldwide, royalty-free license to use the Android Brand Features for the term of this Agreement solely for marketing purposes and only in accordance with the <u>Android Brand Guidelines</u>).

### 7. Product Takedowns.

7.1 Your Takedowns. You may remove your Products from future distribution via Google Play at any time, but you must comply with this Agreement and the Payment Processor's Payment Account terms of service for any Products distributed through Google Play, including but not limited to refund requirements. Removing your Products from future distribution via Google Play does not (a) affect the license rights of users who have previously purchased or downloaded your Products, (b) remove your Products from Devices or from any part of Google Play where previously purchased or downloaded applications are stored on behalf of users, or (c) change your obligation to deliver or support Products or services that have been previously purchased or downloaded by users. Notwithstanding the foregoing, in no event will Google maintain on any portion of Google Play (including, without limitation, the part of Google Play where previously purchased or downloaded applications are stored on behalf of users) any Product that you have removed from Google Play and provided written notice to Google that such removal was due to (i) an allegation of infringement, or actual infringement, of any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person, (ii) an allegation of defamation or actual defamation, (iii) an allegation of violation, or actual violation, of any third party's right of publicity or privacy, or (iv) an allegation or determination that such Product does not comply with applicable law.

If you remove a Product from Google Play pursuant to clauses (i), (ii), (iii) or (iv) of this Section 7.1, and an end user purchased such Product within a year before the date of takedown, at Google's request, you must refund to the affected end user all amounts paid by such end user for such affected Product, less the portion of the Transaction Fee specifically allocated to the

credit card/payment processing for the associated transaction.

7.2 Google Takedowns. While Google does not undertake an obligation to monitor the Products or their content, if Google is notified by you or otherwise becomes aware and determines in its sole discretion that a Product or any portion thereof or your Brand Features; (a) violates the intellectual property rights or any other rights of any third party; (b) violates any applicable law or is subject to an injunction; (c) is pornographic, obscene or otherwise violates Google's hosting policies or other terms of service as may be updated by Google from time to time in its sole discretion; (d) is being distributed by you improperly; (e) may create liability for Google or Authorized Carriers; (f) is deemed by Google to have a virus or is deemed to be malware, spyware or have an adverse impact on Google's or an Authorized Carrier's network; (g) violates the terms of this Agreement or the Developer Program Policies for Developers; or (h) the display of the Product is impacting the integrity of Google servers (i.e., users are unable to access such content or otherwise experience difficulty), Google may remove the Product from Google Play or reclassify the Product at its sole discretion. Google reserves the right to suspend and/or bar any Developer from Google Play at its sole discretion. If your Product contains elements that could cause serious harm to user devices or data, Google may at its discretion disable the Product or remove it from devices on which it has been installed. Google may suspend or terminate distribution of your Products if you materially breach the terms of any non-disclosure agreement or other agreement relating to Google Play or the Android platform.

Google enters into distribution agreements with device manufacturers and Authorized Carriers to place the Google Play software client application(s) on Devices. These distribution agreements may require the involuntary removal of Products in violation of the Device manufacturer's or Authorized Carrier's terms of service.

In the event that your Product is involuntarily removed because it is defective, malicious, infringes intellectual property rights of another person, defames, violates a third party's right of publicity or privacy, or does not comply with applicable law, and an end user purchased such Product within a year before the date of takedown,: (i) you must refund to Google, all amounts received, plus any associated fees (i.e. chargebacks and payment transaction fees), and (ii) Google may, at its sole discretion, withhold from your future sales the amount in subsection (i) above.

### 8. Your Developer Credentials

8.1 You agree that you are responsible for maintaining the confidentiality of any developer credentials that Google may issue to you or which you may choose yourself and that you will be solely responsible for all Products that are developed under your developer credentials. Google may limit the number of Developer Accounts issued to you or to the company or organization you work for.

### 9. Privacy and Information

9.1 In order to continually innovate and improve Google Play, Google may collect certain usage statistics from Google Play and Devices, including but not limited to, information on how Google Play and Devices are being used.

9.2 The data collected is examined in the aggregate to improve Google Play for users and Developers and is maintained in accordance with <u>Google's Privacy Policy</u>. To ensure the improvement of Products, limited aggregate data may be available to you upon written request.

# **10. Terminating this Agreement**

10.1 This Agreement will continue to apply until terminated by either you or Google as set out below.

10.2 If you want to terminate this Agreement, you must provide Google with thirty (30) days prior written notice (unless this Agreement terminates under Section 14.1) and cease your use of any relevant developer credentials.

10.3 Google may at any time, terminate this Agreement with you if:

- (A) you have breached any provision of this Agreement; or
- (B) Google is required to do so by law; or
- (C) you cease being an authorized Developer; or
- (D) Google decides to no longer provide Google Play.

# **11. DISCLAIMER OF WARRANTIES**

11.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF GOOGLE PLAY IS AT YOUR SOLE RISK AND THAT GOOGLE PLAY IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

11.2 YOUR USE OF THE GOOGLE PLAY AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GOOGLE PLAY IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

11.3 GOOGLE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

# **12. LIMITATION OF LIABILITY**

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT GOOGLE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

# 13. Indemnification

13.1 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Google, its affiliates and their respective directors, officers, employees and agents, and Authorized Carriers from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) your use of Google Play in violation of this Agreement, and (b) your Product that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy. 13.2 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the applicable Payment Processors (which may include Google and/or third parties) and the Payment Processors' affiliates, directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from taxes related to Your distribution of Products distributed via Google Play.

### 14. Changes to the Agreement

14.1 Google may make changes to this Agreement at any time by sending the Developer notice by email describing the modifications made. Google will also post a notification on this page and/or on the Play Console describing the modifications made. You should look at the Agreement, and check for notice of any changes, regularly. Changes will not be retroactive. They will become effective, and will be deemed accepted by Developer, (a) immediately for those who become Developers after the notification is posted, or (b) for pre-existing Developers, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately). If you do not agree with the modifications to the Agreement, you must terminate your use of Google Play, which will be your sole and exclusive remedy. You agree that your continued use of Google Play constitutes your agreement to the modified terms of this Agreement.

# 15. General Legal Terms

15.1 This Agreement constitutes the whole legal agreement between you and Google and governs your use of Google Play and completely replaces any prior agreements between you and Google in relation to Google Play.

15.2 You agree that if Google does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

15.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

15.4 You acknowledge and agree that each member of the group of companies of which Google is the parent shall be third party beneficiaries to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to this Agreement.

15.5 EXPORT RESTRICTIONS. PRODUCTS DISTRIBUTED VIA GOOGLE PLAY MAY BE SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO YOUR DISTRIBUTION OR USE OF PRODUCTS. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, USERS AND END USE.

15.6 The rights granted in this Agreement may not be assigned or transferred by either you or Google without the prior written approval of the other party. Neither you nor Google shall be permitted to delegate their responsibilities or obligations under this Agreement without the prior written approval of the other party. Any other attempt to assign is void. If you experience a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) you will give written notice to Google within 30 days after the change of control; and (b) Google may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.

15.7 All claims arising out of or relating to this Agreement or your relationship with Google under this Agreement, shall be governed by the laws of the State of California excluding California's conflict of laws provisions. You and Google further agree to submit to the exclusive jurisdiction of the federal or state courts located within the county of Santa Clara, California to resolve any legal matter arising from or relating to this Agreement or your relationship with Google under this Agreement, except that you agree that Google shall be allowed to apply for injunctive relief in any jurisdiction.

15.8 The obligations in Sections 5, 6.1 (solely as necessary to permit Google to effectuate Section 3.8), 7, 11, 12, 13, and 15 will survive any expiration or termination of this Agreement.

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The Regional Municipality of Durham Report

To:Committee of the WholeFrom:Commissioner of Corporate ServicesReport:#2018-COW-39Date:March 7, 2018

#### Subject:

First Meeting of Regional Council following the 2018 Municipal Elections

#### **Recommendations:**

That the Committee of the Whole recommends to Regional Council:

- A) That the Regional Clerk be directed to prepare a by-law to provide for the First Meeting of Regional Council to be held on Wednesday, December 5, 2018 at 10:00
   A.M. in the Council Chambers, Regional Headquarters Building, Whitby; and
- B) That a copy of this report be forwarded to the Clerks of the Area Municipalities for their information.

#### **Report:**

#### 1. Purpose

1.1 The purpose of this report is to recommend a date for the First Meeting of Regional Council following the municipal elections on October 22, 2018.

#### 2. Background

- 2.1 The next four-year term of Council will begin on December 1, 2018 and end on November 14, 2022.
- 2.2 In order to proceed with planning for the next term of Council, it is necessary to establish a date for the First Meeting of Regional Council following the municipal elections on October 22, 2018.

#### 3. First Meeting of Regional Council

- 3.1 Council's Procedural By-law provides that "the first meeting of Council after a regular election shall be held after the councils of the area municipalities have held their first meetings, but in any event not later than thirty-one (31) days following the day on which the term of office in respect of which the election was held commences, on such date and at such time and place as may be fixed by By-Law of the Regional Council".
- 3.2 The Area Municipal Clerks have confirmed that their respective Councils will be holding their first meetings on December 3, 2018. It is, therefore, recommended that the First Meeting of Regional Council be held on December 5, 2018.
- 3.3 The proceedings at the First Meeting of Regional Council will include the filing of certificates and declarations of office for members of Council; the appointment of members to the Police Services Board; and the election of Committee of the Whole section Committee Chairs and Vice-Chairs.

#### 4. Conclusion

4.1 It is recommended that the Regional Clerk be directed to prepare a by-law to provide for the First Meeting of Regional Council to be held on Wednesday, December 5, 2018 at 10:00 A.M. in the Council Chambers, Regional Headquarters Building, Whitby.

Respectfully submitted,

Original signed by

D. Beaton, B.A.S., M.P.A. Commissioner of Corporate Services

Recommended for Presentation to Committee

Original signed by

G.H. Cubitt, MSW Chief Administrative Officer