



Members of the Committee:

Councillor Gray, Chair

Councillor Lee, Vice-Chair

Councillor Chapman

Councillor Neal

Councillor Nicholson

Mayor Carter, Ex Officio

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To learn more about the Consent Agenda process, please visit www.oshawa.ca/ConsentAgenda.

Pages

Public Meeting

Land Acknowledgement

The City of Oshawa is situated on lands within the traditional and treaty territory of the Michi Saagiig and Chippewa Anishinaabeg and the signatories of the Williams Treaties, which include the Mississaugas of Scugog Island, Curve Lake, Hiawatha and Alderville First Nations, and the Chippewas of Georgina Island, Rama and Beausoleil First Nations. We are grateful for the Anishinaabeg who have cared for the land and waters within this territory since time immemorial.

We recognize that Oshawa is steeped in rich Indigenous history and is now present day home to many First Nations, Inuit and Métis people. We express gratitude for this diverse group of Indigenous Peoples who continue to care for the land and shape and strengthen our community.

As a municipality, we are committed to understanding the truth of our shared history,

acknowledging our role in addressing the negative impacts that colonization continues to have on Indigenous Peoples, developing reciprocal relationships, and taking meaningful action toward reconciliation.

We are all Treaty people.

Additional Agenda Items

(As may be presented at the meeting)

Declarations of Pecuniary Interest

(As may be presented by Council Members)

Presentations

None

Delegations

None

Referrals from Council

None

Reports from Advisory Committees

None

Items Requiring Direction

CO-24-21 - Letter from the Region of Durham requesting lease of parking spaces at 77 Centre Street North (Ward 4)

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Public Consent Agenda

Correspondence with recommendations

CO-24-22 - Keenan Lane submitting correspondence requesting lease extension for 110 King Street (All wards)

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Recommendation

That the Community and Operations Services Committee recommend to City Council:

That based on Correspondence CO-24-22 from Ontario Power Generation dated February 29, 2024, being a request to exercise the second option to extend the current Licence Agreement for the McMillan Street Parkade located at 110 King Street West:

1. The Agreement be extended for a period of two years commencing September 1, 2024 and ending on August 31, 2026; and,
2. That the Agreement be in a form and content satisfactory to the

Staff Reports/Motions with recommendations

CO-24-23 - Ice Allocation Policy Update (All Wards)

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Recommendation

That the Community and Operations Services Committee recommend to City Council:

That pursuant to Report CO-24-23 dated April 10, 2024, the Ice Allocation Policy as attached to this Report be approved.

CO-24-25 - Proposal to Secure a Parking Lot to Sustain Local Walk-In Clinic Care (Ward 4)

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Confidential Attachment 1 and 2 Closed pursuant to Section 239 (2) (i) of the Municipal Act.

(Also see pages C1 and C2)

Recommendation

That the Community and Operations Services Committee recommend to City Council:

That, pursuant to Report CO-24-25 dated April 10, 2024, the City of Oshawa not enter into a lease agreement for the Oshawa Clinic Group.

CO-24-26 - Enhanced Green Bin Program (All Wards)

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Recommendation

That the Community and Operations Services Committee recommend to City Council:

That the Community and Operations Services Committee select an option as detailed in Section 5.3 of Report CO-24-26 “Enhanced Green Bin Program Update and Multi-residential Organics Collection Options” dated April 10, 2024.

Public Discussion Agenda

Matters Excluded from the Consent Agenda

Items Introduced by Council Members

Items Pulled from the Information Package

None

Questions to Staff concerning the Committee's Outstanding Items List

Closed Consent Agenda

Closed Correspondence with recommendations

None

Closed Staff Reports/Motions with recommendations

None

Closed Discussion Agenda

Matters Excluded from the Consent Agenda

Items Requiring Direction

Matters Tabled

Item CO-23-11 - Memorials, Recognizing Unmarked Graves

Report CO-23-11 concerning Memorials, Recognizing Unmarked Graves. (Tabled April 24, 2023)

Adjournment

CO-24-21

From: Stephanie Longbottom <Stephanie.Longbottom@durham.ca>
Sent: Wednesday, March 20, 2024 9:52 AM
To: clerks <clerks@oshawa.ca>
Cc: Clarissa Chan <Clarissa.Chan@durham.ca>
Subject: Request for 50 Parking Spots at Centre Street Parking Garage

You don't often get email from stephanie.longbottom@durham.ca. [Learn why this is important](#)

Good morning,

The Region of Durham on behalf of the Durham Regional Police Service would like to request consideration of leasing 50 parking spaces at the Centre Street Parking Garage, for a term of 2 years. DRPS requires the requested parking spaces for staff working at the Central East Division Police Station located at 77 Centre Street North.

Please let me know if you require any further information and thank you for your consideration.

Regards,
Stephanie



Stephanie Longbottom | Real Estate Technician

Works Department, Corporate Real Estate Division

The Regional Municipality of Durham

Stephanie.Longbottom@durham.ca | 289-830-9296 | durham.ca

Celebrating 50 years! durham.ca/50years



CO-24-22

From: LANE Keenan -CORP RE <keenan.lane@opg.com>

Sent: Thursday, February 29, 2024 9:49 AM

To:

Cc: LEE Ken -CORP RE <ken.lee.res@opg.com>

Subject: Leasing Matter - Notice of Extension/Renewal - 110 King St, City of Oshawa

Madame Clerk,

I write in connection with the leasing matter at 110 King Street in the City of Oshawa, being a location where Ontario Power Generation (OPG) leases parking facilities. Please accept the attached Notice as confirmation of OPG's intent to renew that leasing arrangement. Our team looks forward to coordinating with City staff to effect a timely and agreeable conclusion in this matter.

We are directing this Notice to your office in accordance with the current Lease agreement, but please feel free to redirect me to appropriate staff to carry this matter forward if required.

Kind regards,

Keenan Lane



Keenan Lane, BSc (Hons), CRA (He/Him)



Senior Manager

Corporate Real Estate

(416)-592-5154

February 29, 2024

Keenan G. Lane, Senior Manager
Real Estate Services
Ontario Power Generation Inc.
700 University Ave., Toronto, ON M5G 1X6
Email: ray.davies@opg.com

GSI: 632.2- 1003 Oshawa

The Corporation of the City of Oshawa
50 Centre Street South
Oshawa, ON L1H 3Z7

Attention: City Clerk

Dear Ms. Medeiros,

**Re: Exercise Option to Extend License for the MacMillan Street Parkade (110
King Street, Oshawa)**

Ontario Power Generation Inc. ("OPG"), currently license two hundred (200) non-assigned parking spaces within the McMillan Parkade, located at 110 King Street in the City of Oshawa. The terms and conditions which are set out in the License Agreement dated September 5, 2017 (the "License").

In accordance with Section 1 (b) Term of the License, OPG have two (2) options to renew the Lease for a period of three (3) and two (2) years respectively (the "1st Extension Term" and "2nd Extension Term, as applicable) on the same term and conditions as contained in the License, save and except, the Parking Rate for each Extension Term shall be in accordance with the then current rates listed in the City's General Fees and Charges By-law (numbered 13-2003) as amended. OPG shall provide the City with written notices of its intention to exercise each option no later than six (6) months prior to the expiry of the Term.

OPG has exercised the first option for the 1st Extension Term and therefore, please accept this letter as the Tenant's formal written notice to the Landlord of its exercising of the second and final option to extend the lease agreement for the period of two (2) years.

Sincerely,



Keenan G. Lane
Senior Manager, Real Estate Services

cc. Michael Acquaye [MAcquaye@oshawa.ca]

To: Community and Operations Services Committee

From: Kevin Alexander, Commissioner,
Community and Operations Services Department

Report Number: CO-24-23

Date of Report: April 10, 2024

Date of Meeting: April 15, 2024

Subject: Update to the Ice Allocation Policy

Ward: All Wards

File: 03-05

1.0 Purpose

The purpose of this Report is to present an updated Ice Allocation Policy for Council's consideration and approval.

Attachment 1 is the proposed updated Ice Allocation Policy.

Attachment 2 is Appendix A to to the Ice Allocation Policy - Standard of Play.

2.0 Recommendation

That the Community and Operations Services Committee recommend to City Council:

That pursuant to Report CO-24-23 dated April 10, 2024, the Ice Allocation Policy as attached to this Report be approved.

3.0 Executive Summary

The City of Oshawa Ice Allocation Policy was last revised and approved in February 2023. The Policy guides the distribution of ice in a fair and equitable manner, and the ongoing management of ice in Oshawa.

Recreation Services staff provided the affiliated minor ice clients with the opportunity to review and provide comments on the current policy to ensure it reflects current practices and meets the needs of the users.

4.0 Input From Other Sources

- Finance Services
- Legal Services
- Legislative Services
- Durham Municipal Insurance Pool
- Affiliated Minor Clients: Durham Crusaders, Durham Speed Skating Club, Oshawa Community Hockey League, Oshawa Girls Hockey Association, Oshawa Minor Hockey Association, Oshawa Skating Club and Oshawa Storm Ringette.

5.0 Analysis

5.1 Purpose of Allocation Policies

Allocation policies are used as a means to address changing demographics in Oshawa, market supply of facility space, the distribution of space in a fair and equitable manner and the successful ongoing management of recreation and sport facilities.

The City of Oshawa currently has four approved policies for the fair and equitable distribution of sport facilities: the Ice Allocation Policy, Arena Floor Allocation Policy, Civic Dome Allocation Policy, and the Sport Field and Outdoor Court Allocation Policy.

5.2 Ice Allocation Policy Review

The Facility Booking Office (F.B.O.) of Recreation Services initiates a review of the Ice Allocation Policy (I.A.P.) on an ongoing basis to ensure that it continues to reflect the needs of the Oshawa community in regards to access to ice. The F.B.O. is responsible for the ongoing management of ice distribution that aims to provide an equitable distribution of ice at City-owned arenas.

Each year, the affiliated minor ice clients are consulted with and are given an opportunity to share their concerns and to suggest revisions to the I.A.P. The affiliated minor ice clients consist of the following minor affiliated organizations:

- Durham Crusaders
- Durham Speed Skating Club
- Oshawa Community Hockey League
- Oshawa Girls Hockey Association
- Oshawa Minor Hockey Association
- Oshawa Skating Club
- Oshawa Storm Ringette

Recreation Services staff corresponded with the affiliated minor ice clients on the proposed changes in February 2024.

5.3 Changes to the Ice Allocation Policy

The I.A.P. has been amended to achieve the following:

- Clarify existing practice, policy and/or expand on existing definitions and acronyms
- Remove reference to Campus Ice Centre
- Remove reference to gender from the Standard of Play formula
- Administrative updates to wording throughout the policy
- Place a stronger emphasis on the participation of Oshawa residents

5.4 Next Steps

Pending approval of this Report and the Ice Allocation Policy, Recreation Services will forward the updated Policy to the minor affiliated ice clients to inform them of Council approval. Recreation Services will continue to review the Policy on an annual basis and will collaborate with the affiliated minor ice clients on future revisions.

6.0 Financial Implications

There are no financial implications resulting from the recommendations contained in the report.

7.0 Relationship to the Oshawa Strategic Plan

The recommendation in this report responds to the Oshawa Strategic Plan goal of Social Equity and the related theme of An Active, Healthy and Safe Community.



Jim Naumovski, Director,
Recreation Services



Kevin Alexander, Commissioner,
Community and Operations Services Department



Corporate Policy

Title: Ice Allocation Policy
Number: SRV-05-01
Approved By: City Council
Administered By: Recreation Services
Effective Date: July 2005
Revision Date(s): April 2024

1.0 Purpose/Background

This Policy establishes and clarifies the City's responsibility for ice allocation and administration and its commitment to the management of:

- ice facility operations and capacities;
- ice allocation and distribution;
- the processing and management of Tournament, Event and Seasonal ice Permits;
- special ice management issues;
- general administration requirements;
- a fair and equitable distribution of ice; and,
- use of City Arenas.

2.0 Policy Statement

The City of Oshawa's goal is to promote and encourage participation in ice sports to the overall benefit of the community. The Policy addresses the changing demographics in Oshawa, market supply of indoor ice, the distribution of ice in a fair and equitable manner, and the successful ongoing management of ice.

3.0 Scope/Application

This policy applies to all Clients requesting use of City Arenas, and City staff responsible for the use and/or operation of these facilities.

The City of Oshawa has an inventory of nine (9) ice pads in City-owned facilities. This includes four (4) ice pads at Delpark Homes Centre, one (1) ice pad at Donevan Recreation Complex and two (2) ice pads at Harman Park Arena. The City also has access to two (2) ice pads at Tribute Communities Centre, managed by Oak View Group - OVG360.

City Facilities primarily consist of seven (7) ice pads from September through March, four (4) ice pads in April and two ice pads from May through August.

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Common uses include leisure skating, hockey, ringette and figure skating, but may include any sport or activity for which the facility is suitable.

4.0 Definitions

Adult Client means an applicant/group/organization/Affiliated Client with participants 21 years of age and older.

Affiliated Adult Client means a Client who organizes sports for participants who are generally 21 years of age and older and who meet the annual affiliation requirements as set by the City of Oshawa.

Affiliated Client means any Client who meets the annual affiliation requirements as set by the City of Oshawa.

Affiliated Minor Client means a Client who organizes sports for participants who are generally under 21 years of age and who meet the annual affiliation requirements as set by the City Of Oshawa.

Allocated Time means ice time assigned to a Client; the Facility Booking Office develops the allocation matrices to reflect the entitlement and use of Allocated Time by Affiliated Clients during various seasons.

Amendment means a change made to one or more Bookings on a Permit to a different date, time or facility.

Application means an established form used exclusively for requesting and Booking facilities.

Arena means a facility consisting of at least one Arena ice pad.

Association or **Club** means a local organization operated and controlled by a duly elected Board of Directors, the member of which shall designate from among themselves the signing officers of that Association or Club.

Board of Education Client means a publicly funded school or a not-for-profit school recognized by the Province of Ontario as an education institution located in the City of Oshawa.

Booking means the act of applying for usage of a City Facility at a date, time and facility as specified on the rental Permit.

Buffer time means time required for an organization to catch up for possible delays during Tournaments and/or regular game play.

City means The Corporation of the City of Oshawa.

City Facility means Delpark Homes Centre, Donevan Recreation Complex, Harman Park Arena.

Client means an individual who has submitted an Application for use of a City Facility, or a Permit Holder.

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Confirmation means written communication from the Facility Booking Office regarding a requested booking.

Event means any single Event that is not regularly scheduled e.g. figure skating carnivals and shows; charity hockey games, etc.

Grandfathered Adult Client means adult users (existing prior to 2005/2006 ice season) that are provided Priority #3 status privileges.

House/Local League means a community orientated minor program structured to provide development and competition at a recreational level. Teams are comprised of players who are eligible to play based on registration, who do not need to try out.

In Good Standing means any organization or person that is not involved in any legal proceeding (litigation or prosecution) with the City or does not have any outstanding debts or payments owed to the City.

Instructional Program means programs taught by qualified instructors designed to improve specified skills. Registration and fees are generally required.

League means a group of teams that play a schedule of games against each other, often divided into classes or levels, usually organized by an Association of persons.

Minor Client means any applicant/group/organization/Affiliated Client with all participants that are 21 years of age or younger.

Neighbouring Municipality means the Municipality of Clarington, the Town of Whitby, and the Township of Scugog.

Non-Prime Time means Weekday hours generally outside the hours of 5 p.m. to 10 p.m.

Non-Resident means a participant of an organization whose home address falls outside of the City of Oshawa Municipal boundaries.

Occasional means any Permit that does not consist of regular weekly bookings.

Partner Facility means a facility which the City has an agreement for allocation of Seasonal ice.

Permit means a document giving authorization and consent for Seasonal or Occasional use of a facility.

Permit Holder means a Client who has been issued a Permit for use of a facility.

Prime Time means Weekday hours generally between 5 p.m. to 10 p.m. and from open to close on Weekends.

Public/Leisure Skate means recreational indoor ice skating opportunities available to the public or to specific target groups at specific times as advertised.

Resident means a Client or participant whose primary address is within the municipal boundaries of the City.

Seasonal means a regular weekly booking that occurs from October to March.

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Standard of Play means a formula used to determine the total number of weekly hours each Affiliated Client is entitled.

Statutory Holiday means a Provincial or Federal holiday.

Time block means two or more hours of permitted time in sequence.

Tournament means an Event in which more than two teams are participating.

Tryout means an official sanctioned activity of a team for the purpose of player evaluation and team selection.

Unused ice means permitted ice time that is not used.

Weekday means Monday to Friday.

Weekend means Saturday and Sunday.

5.0 Clients

5.1 Client Priority Levels

Arenas are allocated according to the following Client priority levels:

1. City of Oshawa Events and recreation programming, including programming/Events operated by third parties on behalf of the City of Oshawa.
2. Affiliated Minor Clients.
3. Affiliated Adult Clients.
4. Boards of Education, including post-secondary institutions.
5. City of Oshawa Residents.
6. All other Clients.

Refer to section 6.4 regarding the allocation of Tournaments and Events.

5.2 Client Affiliation

5.2.1 The City will grant affiliated status to any Client who meets the following requirements on an annual basis:

- A member of a Provincial sport/multi-sport organization.
- Be In Good Standing with the City of Oshawa.
- Have a registered membership of a minimum 80% Oshawa Residents.
 - Where an Affiliated Client's sport and level of play (i.e. House/Local League or Competitive) is not offered in a Neighbouring Municipality of the Region of Durham, residents of that municipality will count towards the Affiliated Client's residency requirement.
 - The City of Oshawa will acknowledge the nature of competitive sport and accept residents of the Region of Durham towards residency requirements for the highest level competitive teams in each sport where the level of play is not offered in that municipality.
- Provide the following documentation to the City:

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- Complete list of participants by level of play in the format prescribed by the City.
- Executive list.
- Copy of minutes from Annual General Meeting.
- Commercial General Liability Insurance for a minimum of two million dollars naming the City of Oshawa as an additional insured.
- Weekly Prime Time hours permitted at non City-owned Arenas.

5.2.2 If an Affiliated Client fails to meet the annual requirements in section 5.2.1 they will be treated as a new Affiliated Client for the upcoming season. If the Affiliated Client fails to meet the annual requirements in section 5.2.1 for a second consecutive season the Client will lose their status and must reapply for Affiliation status.

5.3 Minor Affiliated Clients

As of the date of this revised Ice Allocation Policy, the City has seven Minor Affiliated Clients:

- Durham Crusaders (formerly Catholic Youth Organization – CYO) established 1953; Name change 2016
- Durham Speed Skating Club
- Oshawa Community Hockey League (formerly Oshawa Church Hockey League), established 1947; Name change in 2022
- Oshawa Girls Hockey Association, established 1995
- Oshawa Minor Hockey Association, established 1933
- Oshawa Skating Club, established 1938
- Oshawa Storm Ringette, established 1967

5.4 New Affiliated Client

The City will recognize a new Affiliated Client once the requirements in Section 5.2 are met.

The City will first Permit unallocated time to a new Affiliated Client and will work with existing Affiliated Clients to explore the potential reallocation of hours.

5.5 New Emerging Sport

The City will recognize a new emerging sport, which is not currently being offered by an existing Client to enable it to establish its programs and services in the City.

The City will first Permit unallocated time to a new emerging sport and will work with existing Affiliated Clients to explore the potential reallocation of hours.

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5.6 Grandfathered Adult Clients

The City recognizes long-term Affiliated Adult Clients who existed prior to the 2005-2006 ice season. These Clients have been granted Grandfathered status, which provides them with Priority 3 Client privileges without having to meet all affiliation requirements as well as access to historical ice on the same or similar day or Time Block.

The City reserves the right to change the ice allocated to Grandfathered Adult Clients only when facility closures or restrictions must be applied or when operational efficiencies are required. In these circumstances, every attempt will be made to find an equitable ice time replacement.

If a designated Permit Holder of a Grandfathered Adult Client disbands or fails to apply for ice in two consecutive ice seasons, that Client will lose their Grandfathered status. If the Client reapplies in a subsequent ice season, they will be treated as a new Client. The Grandfathered designation is not transferable and no longer applies.

As of the date of this revised Ice Allocation Policy, the City has 13 “Grandfathered” Clients:

- Calvary Baptist Church
- Eastdale Teachers
- Flying Hotdogs
- French Hockey League
- G.M. Office League
- Hood Shinny
- Indoor/Outdoor
- Oldtimers Hockey League
- Ontario Hydro Recreation Hockey
- Pittens Shinny
- Post Office Hockey
- Teachers Hockey Club
- Wednesday Night Hockey

5.7 Residency

5.7.1 The City recognizes the tax-based contribution provided by its Residents toward the development and operation of recreation and sport facilities and recognizes that Residents will receive priority over Non-Residents in the allocation of facility time.

5.7.2 On an annual basis, registration data from the current season of play must be supplied, in an approved format, by all Affiliated Clients to the Recreation Services Branch on/or before the second Monday in January of each year. Registration Data must include Registrant's full name, complete address including postal code, age category and level of play.

Information collected by the City of Oshawa shall be in accordance with the Municipal Freedom of Information and Protection of Privacy Act and shall be used for the sole purpose of determining and assigning ice time to Clients.

5.7.3 The City of Oshawa reserves the right to impose more stringent residency requirements and/or limit the allocation of prime-time ice to organizations whose registrant composition does not reflect an Oshawa Resident majority, including modifying hours of entitlement.

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- 5.7.4 The City will accommodate Non-Resident Applications for use of ice facilities during the Non-Prime Times or at other times when the availability exists and Resident demand has been satisfied. Non-Resident Client Applications will be considered only on an “as available” basis and any accommodation will not form a historical precedence.
- 5.7.5 The City reserves the right to impose residency requirements or limitations during periods where facility capacities are restricted or a deficit exists.

5.8 Application of the Standard of Play

- 5.8.1 The Facility Booking Office will apply registration data to the Standard of Play formula (Appendix A) which will determine the total number of weekly hours each Affiliated Client is entitled and agrees to assume each season. Additional needs will be satisfied pending ice availability and demand.
- 5.8.2 The Application of the Standard of Play is not applicable from the month of April through to the month of September.
- 5.8.3 During seasons when the total demand for facilities exceed supply, a Client’s entitlement will be pro-rated so that all Affiliated Clients experience equitable deficit adjustments to their entitlements.
- 5.8.4 Allocation of hours for Oshawa Skating Club and Durham Speed Skating Club is based on each organizations yearly Application. These Clients are subject to Section 5.9.3.
- 5.8.5 Only Oshawa Residents will be counted towards the Application of the Standard of Play formula for House/Local Leagues.

5.9 Minimum Seasonal Commitment – Fall/Winter

- 5.9.1 Affiliated Minor and Adult Clients, and all Grandfathered Adult Clients are required to commit to a 24 consecutive week permit schedule to be completed between the Tuesday after Labour Day in September and the second Sunday in April.
- 5.9.2 Exceptions to the 24-week commitment may be made when the City is unable to supply replacement ice for disruptions to regular ice time during Event Weekends and facility closures.
- 5.9.3 Seasonal Permits will exclude December 24 to January 1.
- 5.9.4 Seasonal Permits may exclude March Break (Saturday through following Sunday) if requested at the time of Application.
- 5.9.5 Affiliated Minor Clients are required to assume a minimum of their weekly hours of entitlement.

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5.10 Weekday and Weekend Ice

- 5.10.1 An ice distribution ratio of 75% Weekday ice to 25% Weekend ice will be used as a guideline in allocating ice to all Affiliated Minor Clients who provide programs at the competitive/rep level.
- 5.10.2 An ice distribution ratio of 25% Weekday ice to 75% Weekend ice will be used as a guideline in allocating ice to all Affiliated Minor Clients who provide programs at the House League/Local League and recreational level.

6.0 Processing of Permit Applications

6.1 Submissions of Applications

- 6.1.1 All Tournament, Event, Seasonal and Occasional requests shall be submitted in the format prescribed and by the deadline set by the Facility Booking Office.
- 6.1.2 The City reserves the right to reject Applications and requests from Clients who submit forms that are not complete or contain falsified information.

6.2 Ice Rental Permit

An ice rental Permit will be issued for all permitted ice within City Facilities. The Permit is accompanied by the guiding conditions, which may be amended from time to time, that will dictate the governance of conduct both on ice and in the facility. Failure to adhere to these conditions may result in the cancellation of a Permit.

6.3 Allocation Procedures

- 6.3.1 Rental Permits are allocated on an annual basis and no Client shall assume they will receive the same date(s) or facilities from one season to the next.
- 6.3.2 Application(s) from Affiliated Clients cannot exceed their Seasonal entitlement.
- 6.3.3 Any Affiliated Client requesting ice in excess of their Seasonal entitlement must submit a separate Application each season for these additional hours which will be allocated after all Applications from section 6.3.2 have been allocated.
- 6.3.4 Where two or more Affiliated Clients apply for the same facility, date and time, priority will be given to the Client who has permitted those hours for a minimum of two seasons immediately prior.
- 6.3.5 Applications received after the deadline date will be considered after all Applications submitted prior to the deadline have been allocated.
- 6.3.6 No Affiliated Client will dominate a specific Permit Time Block to the detriment of another Affiliated Client.
- 6.3.7 Clients who require more than one ice pad on a weeknight will be required to Permit all Prime Time hours on one pad before adding time on a second pad.

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6.3.8 Clients cannot Permit facilities that will go unused with the exception of ensuring sufficient time is available to prevent a curfew situation.

6.3.9 Unused facilities (no shows) is not acceptable. Multiple instances of unused time may result in the cancellation of the Permit or redistribution of the allocated time.

6.3.10 The City reserves the right to alter an Application to meet the requirements in Section 6.3.

6.3.11 Seasonal ice timelines

Table 1: Seasonal ice Application deadlines

Season	Season date range	Application deadline (no later than)
Fall/Winter	Tuesday after Labour Day to March 31	First Monday in February
Spring/Summer	April 1 to Labour Day	First Monday in January

6.4 Tournament and Events

The City recognizes the significant positive impacts that Tournaments and Events provide to the community. In order to accommodate these Events, minimize disruption to regular programs, and League play, they will be considered and permitted in advance of Seasonal Applications into pre-determined Event slots and facilities. The City is committed to achieving a balance between recreational and Event use during the regular ice season.

6.4.1 Delpark Homes Centre is the primary Tournament and Event facility. Requests for a Tournament at another City Facility will only be considered if there is no impact to Seasonal Clients.

6.4.2 City ice programs will be accommodated during Tournaments and Events.

6.4.3 Tournament and Event Applications will be allocated prior to Seasonal Applications.

Table 2: Tournament Application deadlines

Season	Tournament Date Range	Application Deadline (no later than)
Fall/Winter	Tuesday after Labour Day to March 31	First Monday in February
Spring/Summer	April 1 to Labour Day	First Monday in January

6.4.4 Tournament and Event Applications received after the deadline will only be considered if there is no impact to Seasonal Clients.

6.4.5 Tournament Applications from non-Affiliated Clients will only be considered if there is no impact to Affiliated Clients Seasonal ice.

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- 6.4.6 Tournaments and Events will be restricted primarily to Friday, Saturday and Sunday. Requests for a Tournament Monday to Thursday will only be considered if there is no impact to Seasonal Clients.
- 6.4.7 Amendments and cancellations of Tournament/Event bookings at City facilities will be accepted when provided in writing to the Facility Booking Office 60 days prior to the start of the Tournament/Event. Requests submitted with less than 60 days' notice will only be considered if the ice time can be sold to another Client.
- Amendment and cancellations of Tournament/Event bookings at a Partner Facility are at the sole discretion of the Partner Facility.
- 6.4.8 Tournament hours that will not be used for Tournament games must be offered back to the Facility Booking Office to accommodate displaced Clients before being scheduled for non-tournament games or practices by the host organization.
- 6.4.9 The City reserves the right to alter a Tournament/Event Application to ensure operational efficiencies.
- 6.4.10 A maximum of two Weekend Tournaments/Events per month will be scheduled on non-consecutive Weekends between September and March inclusive.
- 6.4.11 The City reserves the right to limit the number of Tournaments and Events held between May and August.

6.5 Replacement Ice

Clients hosting a Tournament must turn back their Seasonal ice allocated to them at all other Arenas for the duration of the Tournament. The turned back ice will be used in a replacement matrix and offered to Clients who are displaced by the Tournament.

The City recognizes that some Clients may still require hours at other Arenas during their Tournament to facilitate their Seasonal games and practices. The City requires these Clients to request, in writing, by the Tournament Application deadline to keep those regular season hours, with appropriate justification. The City may grant this request, if the justification is warranted, as determined solely by the Facility Booking Office.

6.6 Instructional and Leisure Program Management

The City reserves the right to exclusively offer Instructional programs and Leisure Skate services at its Arenas. Instructional programs and ice services proposed to be offered by any Permit applicant is subject to the City's review and approval, duplication of programs and services will be managed and/or eliminated.

7.0 Amendments and Cancellations

The City has the right to control all ice distribution and use at City-owned facilities for the duration of a Permit. Controls must be in place to minimize the negative impacts that

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unused, returned, amended and cancelled ice can have on the City and its Clients. As such, the City will apply all guidelines outlined in this Ice Allocation Policy to manage Unused Ice or changing ice needs once Permits have been issued.

7.1 Permit Amendments

Once a Permit has been issued, any change to a Permit or booking is subject to an administration fee.

7.2 Returned ice – Affiliated Minor Clients

- 7.2.1 Affiliated Minor Clients have until the third Monday in September to request, in writing to the Facility Booking Office, to return a Seasonal block of ice of no more than 10% of their allocated hours on the final draft of the Seasonal ice matrix due to low registration.
- 7.2.2 If an Affiliated Minor Client turns back Seasonal ice which leaves them with fewer hours allocated than their entitlement, their entitlement for the following season will not exceed their total weekly hours permitted in the current season.
- 7.2.3 Hours turned back must be in the same ratio as allocated (e.g. a proportionate number of Weekday and Weekend ice).
- 7.2.4 The City reserves the right to accept only hours that hold the greatest potential to be sold.
- 7.2.5 The City reserves the right to request registration data to support a request from an Affiliated Client to return a Seasonal block of ice.
- 7.2.6 Hours requested to be turned back at a Partner Facility are at the sole discretion of the Partner Facility.

7.3 Transferred or Sub-leased Ice

The City is the sole Permit authority for all ice times. The City must be aware of and be able to control the intended use of all ice permitted within its facilities at all times.

- 7.3.1 Changing the intended use or users of ice (e.g. practice becomes a game, Team A replaces Team B) within a single organization's contract is acceptable. Related schedule updates are to be forwarded to the Facility Booking Office.
- 7.3.2 The practice of transferring, trading or sub-leasing ice between Permit Holders is strictly prohibited and may result in the cancellation of a Permit or reduction in future ice allocation.
- 7.3.3 If Clients agree to trade ice, the Facility Booking Office will facilitate the exchange by making the appropriate Amendments to each Client's Permit.

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7.4 Cancellations by the Permit Holder

- 7.4.1 A cancellation request of a booking on a Seasonal Permit is subject to the sale of the time to another Client.
- 7.4.2 Once a Permit is issued, single or Occasional facility cancellations are subject to an administration fee.
- 7.4.3 Cancellation requests at a Partner Facility are at the sole discretion of the Partner Facility.

7.5 Permit Cancellations by the City

- 7.5.1 The City reserves the right to reasonably postpone, reschedule or cancel any booking or Permit due to justified circumstances.
- 7.5.2 The City reserves the right to cancel a Permit or portion of the contract without notice should there be a breach of the Permit conditions and/or should the City be of the opinion that the facilities are not being used for the purpose contained in the Application.
- 7.5.3 Where postponement or rescheduling cannot be mutually coordinated, the Permit Holder will receive a full refund for the time owing.

7.6 Program or Leisure Skate Cancellations

The City will strive to not cancel instructional and Leisure Skate programs, however, there may be circumstances that require the City to reschedule or cancel these programs in cases such as:

- Significant and high profile Events as directed by Council
- Low registration or attendance in programs
- Emergency shut down situations

7.7 Temporary Ice Cancellation and Redistribution

In the Event of an unplanned multi-day facility closure, the Facility Booking Office will act to redistribute ice Permits so that all Clients are universally impacted while certain types of ice use are protected from cancellation over others. The City will apply predetermined ice priorities and procedures identified in this Ice Allocation Policy. The City reserves the right to make all final decisions regarding emergency ice cancellations and redistribution.

8.0 Facility Management

8.1 Opening and Closing Dates

Generally, Arena ice surfaces will open and close on the following dates:

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Arena	Ice season opens	Ice season ends
Delpark Homes Centre (2 pads)	Tuesday after Labour Day	Third week in May
Delpark Homes Centre (2 pads)	Tuesday after Labour Day	Labour Day
Donevan Recreation Complex	Third Monday in September	Third Sunday in March
Harman Park Arena	Third Monday in September	Third Sunday in March

8.2 Prime and Non-Prime Ice

Affiliated Minor Clients will receive an equitable distribution of prime and non-prime hours. An Affiliated Client, regardless of gender orientation and level of competitiveness and total hours of entitlement, shall not receive relatively more or less Prime Time ice access than a similar Client.

8.2.1 Prime Time hours

Day of week	Prime Time Hours	City Facility
Monday to Friday	4:30 p.m. to 10:30 p.m.	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 1 Harman Park Arena – South Pad
Monday to Friday	5:00 p.m. to 10:00 p.m.	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 2 Donevan Recreation Complex Harman Park Arena – North Pad
Monday to Friday	5:15 p.m. to 10:15 p.m.	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 3 Delpark Homes Centre – Pad 4
Saturday and Sunday	Open to Close	<ul style="list-style-type: none"> All Arenas
Statutory Holidays	Open to Close	<ul style="list-style-type: none"> All Arenas

8.2.2 Non-Prime Time hours

Day of week	Non-Prime Hours	City Facility
Monday to Friday	Open to 4:30 p.m. 10:30 p.m. to close	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 1 Harman Park Arena – South Pad
Monday to Friday	Open to 5:00 p.m. 10:00 p.m. to close	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 2 Donevan Recreation Complex Harman Park Arena – North Pad
Monday to Friday	Open to 5:15 p.m. 10:15 p.m. to close	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 3 Delpark Homes Centre – Pad 4

8.3 Flood Schedules

In order to maintain the efficient scheduling of staff, ice floods and to ensure the accurate communication of pad and room assignments to participants, the City requires that all Affiliated Clients provide ice use schedules and flood requests to the Facility Booking Office at least 7 days prior to the Booking.

The City reserves the right to accept or modify ice flood requests to ensure the achievement of operational efficiencies and pad coordination. An additional game flood

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will be considered in a Time Block of less than two hours (i.e. a flood at the end of the second period) if the following conditions are met:

- The flood request is noted on schedules submitted to the Facility Booking Office.
- The game is curfewed after 80 minutes in a 90 minute scheduled time or after 95 minutes in a 105 minute scheduled time.
- The additional flood will not disrupt the flood schedule on an adjoining pad.

Special requests for a modification to ice flood schedules must be done in writing through the Facility Booking Office at least 2 business days prior to the Booking.

8.4 Curfewed Ice

The City reserves the right to curfew any games, including Tournament games, to maintain the schedule submitted and will consider the cancellation of any or all Permits if the user does not cooperate in the implementation of this Ice Allocation Policy document. It is the responsibility of the Client to inform the Facility Booking Office of any special requirements regarding curfews at the time the schedules are submitted.

8.5 Opening Arenas Outside of Hours of Operation

The opening of Arena facilities on Statutory Holidays, when they are normally closed, or beyond established operating hours (as defined by this Ice Allocation Policy document), may be considered only if the applicant agrees to pay for the full operational costs for such an opening and pending the availability of staff. All reasonable requests will be reviewed.

Submitting an Application does not guarantee approval. Prior to commencing any appeal, the applicant must agree, in writing, to pay for the full operational costs, as described above.

8.6 Vendor and Concession Services

- 8.6.1 Permit Holders must receive permission to provide any level of vendor or concession services at any City Facility at any time, including but not limited to photographers, mouth guard clinics and apparel fittings.
- 8.6.2 All requests must be submitted in writing a minimum of 14 days prior to the Booking.
- 8.6.3 The granting of permission to sell or distribute products and services will be respectful of existing concession contractual obligations and be contingent upon meeting all additional requirements as specified by the City.

8.7 Facility Conditions

It is the responsibility of the Permit Holder to inspect the facility including but not limited to change rooms, ice surfaces, doors, boards (glass) and bench areas to ensure that

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the facility is safe for the purposes of their activity. In the Event that there is damage or maintenance required, the Permit Holder shall immediately notify staff. If there is an unsafe condition, the Permit Holder and all participants of the Booking shall refrain from using the facility.

9.0 General Administration

9.1 Permit Requirements

Any structured usage of City facilities requires a valid Permit (signed by the Client or a designated representative of the applicant organization and the City). Un-permitted use is prohibited.

By signing the Permit, the applicant is acknowledging that they and/or the organization they represent agrees with the policies, procedures, by-laws, rules and regulations, terms and conditions on the Permit and shall be referred to as the Permit Holder.

9.2 Rental and Administration Fees

All Clients will be charged rental, Amendment and cancellation fees as outlined in Schedule B of the General Fees and Charges By-law 13-2002.

9.3 Client Indemnification

The Permit Holder shall defend, indemnify and save harmless the City of Oshawa and its members of Council, officers, volunteers, employees and agents against any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of action, or direct, indirect, general, special, incidental or consequential damages suffered or incurred by the City of Oshawa (including claims made by third parties against the City of Oshawa) as a result of a breach of a term or provision of this Agreement by the Permit Holder or in any way, related to the Permit Holder's use and operation of the property and premises; the conduct of those persons in their care, custody or control and/or all activities occurring before, during and after their allocated time.

The Permit Holder (for itself and its insurers) shall release the City of Oshawa and its members of Council, officers, employees, volunteers and agents and waives any rights, including rights of subrogation, it may have against them for compensation for any loss and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of actions, or direct, indirect, general, special, incident or consequential damages suffered or incurred by or damage occasioned by the Client's use, operation, activities and/or occupancy within the property and premises before, during and after their allocated time.

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9.4 Insurance Requirements for Permit Holders

The Permit Holder shall during permitted time arrange, pay for and keep a Comprehensive General Liability (CGL) or General Liability insurance policy written on an occurrence basis with a limit of coverage of not less than two million dollars (\$2,000,000) in respect of any one accident or occurrence with The Corporation of the City of Oshawa named on the Policy as an Additional Insured. The City may request a higher limit of insurance depending on the nature of the Event or the Permit applied for. The liability policy cannot contain an exclusion for participants participating in any activities being held by the Client. Policy coverage shall include, but is not limited to, third party bodily injury including death, property damage and personal injury. The Policy shall contain a cross liability and/or severability clause that protects each insured to the same extent as if they were insured separately. The Policy shall be endorsed to provide the City of Oshawa with not less than thirty (30) days' notice in writing of any cancellation, material Amendment or change restricting coverage. The Policy must be with an insurance company or companies licensed to operate in the Province of Ontario and acceptable to and in a form satisfactory to the City of Oshawa.

The Permit Holder shall verify that valid insurance coverage as set out in this policy is in place by submitting an Insurance Certificate (I.C.) that must be acceptable in all respects to the City of Oshawa. Upon expiry of the I.C., the Permit Holder must provide an up-to-date I.C. The Permit Holder agrees to make the policy available to the City of Oshawa for review at any time from time to time in the Event of a Claim.

The taking out of insurance shall not relieve the Client of any of its obligations under this Agreement or limit its liability hereunder. No policy shall contain any provision, which would contravene the obligations of the Client hereunder or otherwise be the detriment of the City of Oshawa.

9.5 Respect Check Policy

Respect Check is a code of conduct policy, which enforces a set of expectations to address inappropriate behaviours, violence and vandalism that negatively affects the experience of individuals or creates unsafe conditions. The Respect Check policy identifies how these behaviours will be addressed when it occurs within any City Facility or in Association with any service, program or Event provided by, or associated with the City of Oshawa.

The City encourages and supports all organizations using City facilities to take primary responsibility for developing, implementing and managing their specific behaviour management policies to align with the City's Respect Check Policy. The Corporation will make its best effort to mitigate all situations, however, in the course of public service, Events may be beyond the Corporations' control. The Respect Check policy is aligned with the following policies, acts and regulations:

- City of Oshawa – Respect in the Workplace – Harassment and Violence Policy LR14.10
- Trespass to Property Act

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- City of Oshawa – Trespass By-law 98-2013
- Occupational Health and Safety Act, R.S.O. 1990, c. 0.1
- The True Sport Movement: Canadian Centre for Ethics in Sport

A patron's experience with us is based on the values of fairness, excellence, inclusion and fun. All persons have the right to be safe and feel safe while attending or working at a program, facility or property so that they can enjoy their activity sport, or interest. With this right comes the responsibility to be accountable for actions or behaviours that put at risk the safety of others and encourages an environment where there is respect for others. The City of Oshawa has zero tolerance for any form of violence, vandalism or inappropriate behaviours in its recreational programs, facilities or properties.

9.6 Smoke-Free Ontario Act, 2017

The Smoke-Free Ontario Act, 2017, S.O. 2017, c. 26, Sched. 3 which, in combination with the Regional Smoking and Vaping By-law 28-2019, prohibits smoking and vaping on municipal property, including publicly owned outdoor sporting areas, spectator areas, playgrounds, public areas, and parking lots. The Permit Holder is responsible in ensuring that no smoking occurs on City property for the duration of this Permit and to ensure any person(s) smoking and/or vaping must leave City property or immediately extinguish the cigarette. Those person(s) who are caught smoking and/or vaping and do not leave the property shall be guilty of an offence and upon conviction is liable to a fine of not more than \$5,000 exclusive of costs, as per the *Provincial Offences Act*, R.S.O. 1990, c. P. 33.

9.7 Municipal Alcohol Policy

The City considers each Application for a facility Permit for Special Occasion individually and based on the City's Municipal Alcohol Policy dated June 13, 2013 and the Alcohol and Gaming Commission of Ontario guidelines.

Facility Permits shall not be issued for a Special Occasion Permit Event where the primary audience is underage persons or any minor sports Event.

The City may issue facility Permits for Special Occasion Permit family Events such as sports Tournaments, anniversaries, weddings and christenings with the proviso that it is illegal to provide underage participants with alcohol. No alcohol advertising or sponsorship shall be permitted at these Events.

9.8 Ice Allocation Policy Review and Update

The Ice Allocation Policy will be reviewed on a regular basis, initiated by the Facility Booking Office, and updated as required. The Facility Booking Office has the authority to adjust procedural items related to timing, process, etc. as appropriate and to respond to Council directions related to revenue achievement and strategic business approach.

Appendix A

Standard of Play for Hockey and Ringette

Level of Participation	Age Category	Maximum # per Team	Entitlement¹ (Hours per Week)
House/Local League ² (Hockey & Ringette)	All ages	Based on 15 players per team	1
Select	U10 to U13	1 team per age category	1
Select	U14 to U18	1 team per age category	1.5
Ringette (Competitive)	All ages	Per team	3
Rep Hockey	U9	Per team	2.5
Rep Hockey	U10 to U13	Per team	4
Rep Hockey	U14 to U18	Per team	5.5
Rep Hockey	U21	Per team	3

Note 1 – Entitlement reflects the minimum number of hours for which the affiliated client agrees to assume for each level or team. Additional needs will be satisfied pending ice availability and demand.

Note 2 – All House/Local League and U9 Rep Hockey hours are based on shared ice.

To: Community and Operations Services Committee

From: Kevin Alexander, Commissioner,
Community and Operations Services Department

Report Number: CO-24-25

Date of Report: April 10, 2024

Date of Meeting: April 15, 2024

Subject: Proposal to Secure a Parking Lot to Sustain Local Walk-In
Clinic Care

Ward: Ward 4

File: 03-05

1.0 Purpose

The purpose of this report is to respond to the following City Council direction from its October 30, 2023 meeting regarding Correspondence [CO-23-57](#), dated October 20, 2023:

“That Correspondence CO-23-57 from Keith White, CEO, Oshawa Clinic Group concerning a proposal to secure a parking lot to sustain local walk-in clinic care be referred to staff for further investigation.”

Confidential Attachment 1 is the Oshawa Clinic’s financial information.

Confidential Attachment 2 is the Oshawa Clinic’s parking and revenue statistics.

2.0 Recommendation

That the Community and Operations Services Committee recommend to City Council:

That, pursuant to Report CO-24-25 dated April 10, 2024, the City of Oshawa not enter into a lease agreement for the Oshawa Clinic Group.

3.0 Executive Summary

Not applicable.

4.0 Input From Other Sources

- Legal Services
- Legislative Services

- Finance Services
- Facilities Management Services

5.0 Analysis

5.1 Comparison of Parking Facility Operations

The Oshawa Clinic Group's ("Clinic") parking facility which is located at 117 King Street East, Oshawa, encompasses three parking lots for a total of 174 parking spaces: (1) the main lot consisting of 135 parking spaces; (2) the physio lot consisting of 29 parking spaces; and (3) the West Wing Lot consisting of 10 parking spaces. The main purpose of these parking lots was to ensure access for users of the Oshawa Clinic to a parking lot in proximity to the Clinic.

The Clinic's Pay on Exit machines are located in the parking lots and inside the Clinic facility. The Clinic has one staff person who manages the operation of the Pay-on-Exit machines and is responsible for performing cash collections along with regular maintenance. Minor parking issues are managed by the staff on site whereas, more complex, technical parking issues (such as Pay-on-Exit machine malfunctions) are handled by the appropriate vendor. If a customer has a technical issue upon exit, there is a button on the exit gate that connects them directly to maintenance staff. Payment issues are managed in the administration offices by the Cash Management Clerk. The Clinic's maintenance staff perform minor repairs while additional facility maintenance work is completed by the appropriate contractors such as snow clearing, light pole repairs, asphalt repairs and line painting.

The City's Pay on Exit machines are located in the three City owned and operated parking garages namely Centre Street (PG1), McMillan (PG2) and Mary Street (PG3) with devices also located within each of the facilities. The City has three Parking Maintenance staff to manage the operation of the entire downtown Municipal Parking System and are responsible for collections, minor repairs and maintenance of the equipment. Simple parking issues are managed by the staff on site as well as troubleshooting to resolve more complex issues before reaching out to the appropriate vendor. If a customer has a technical issue upon exit, there is a button on the exit gate that connects them directly to the parking attendant staff in garage PG1 or PG3, Monday to Friday between the hours of 9:00 a.m. and 7:00 p.m. Outside of these hours, the call would go directly to security staff. Depending upon the issue, both the parking attendant staff and security staff have the ability to lift the parking gates remotely and would follow up with Parking Maintenance staff to investigate the issue. Issues related to paying for parking are managed in the same manner with the parking attendant staff and/or security staff with follow up with Parking Maintenance staff. The City's Parking Maintenance Staff perform minor repairs while additional facility maintenance work is completed by the appropriate contractors such as snow clearing and light pole repairs. Asphalt repairs and line repairs are completed by the City's Operations team.

In addition, the Clinic does not use the same vendor the City uses to manage its gate equipment and City staff are in the process of upgrading the gate equipment and transponders. Therefore, there will be significant costs to replace the equipment, software

and IT related wiring infrastructure for the Clinic parking lots. A supplemental agreement with the owner would also be required to allow access to machines located inside the facility to allow for maintenance and monetary collection. The City would have an additional cost related to the installation of replacement signage similar to other City parking facilities.

The current staffing levels in the Parking Maintenance section are at capacity. Should they be required to attend the Clinic parking lot for every issue, there would be an impact on the workload.

5.2 Comparison of Parking Fees

The Clinic's hourly parking rate is \$4.00 for the first half hour and \$1.00 for every half hour thereafter. The City's hourly parking rate is \$1.25 per hour. As a comparison, for two hours of parking, the Clinic's rate would be \$7.00 and the City's would be \$2.50.

Confidential Attachment 1 contains detailed revenue statistics and outlines additional information provided by the Clinic concerning other parking rates.

The Clinic also has daily parking rates with an exception to a special rate for the Oshawa Generals.

The Clinic charges between \$5.00 and \$20.00 for Event Parking dependent on the event. It is staffed by specific event parking employees with the majority of them being students. It is typically the main lot, with overflow into the Physio lot.

5.3 Comparison in Hours of Operations

The Clinic currently charges for the operating hours of 6:30 a.m. to 8:00 p.m. Monday to Friday; and 9:00 a.m. to 3:00 p.m. on Weekends and Holidays. The City currently charges for the operating hours of 8:00 a.m. to 6:00 p.m. Monday to Friday; and Free on evenings, Weekends and Holidays, resulting in the Clinic charging for additional hours as follows: 1.5 additional hours in the a.m. and 2.0 hours in the p.m. 5 days/week; and an additional 12-18 hours on Weekends and Holidays.

If the City changed their hours of operations to mirror those of the Clinic, the City would still recognize a loss in revenue due to the difference in rates charged.

5.4 Parking Statistics

Confidential Attachment 2 contains detailed parking and revenue statistics provided by the Clinic.

5.5 Financial

Based on the financial information provided by the Clinic in Confidential Attachment 1, the City would not collect the revenues required to cover the lease.

6.0 Financial Implications

There are no financial implications directly related to this report unless Council directs that the City enter into a lease agreement with the Oshawa Clinic.

7.0 Relationship to the Oshawa Strategic Plan

This Report addresses the Oshawa Strategic Plan Goal of Economic Prosperity & Financial Stewardship.



Beth Mullen, Director,
Community Support Services



Kevin Alexander, Commissioner,
Community and Operations Services Department

To: Community and Operations Services Committee

From: Kevin Alexander, Commissioner,
Community and Operations Services Department

Report Number: CO-24-26

Date of Report: April 10, 2024

Date of Meeting: April 15, 2024

Subject: Enhanced Green Bin Program Update and Multi-Residential
Organics Collection Options

Ward: All Wards

File: 03-05

1.0 Purpose

The purpose of this report is to provide an update on the enhanced Green Bin Program and multi-residential organics collection options and to obtain Council's direction on the next steps.

Attachment 1 is a Report from the Region of Durham, dated December 6, 2023 titled "Organics Management Plan – Multi-Residential Enhanced Green Bin Program" ("Report #2023-WR-9").

Attachment 2 is a Multi-Residential Organics Collection Program – Estimated Cost Comparison.

2.0 Recommendation

That the Community and Operations Services Committee recommend to City Council:

That the Community and Operations Services Committee select an option as detailed in Section 5.3 of Report CO-24-26 "Enhanced Green Bin Program Update and Multi-residential Organics Collection Options" dated April 10, 2024.

3.0 Executive Summary

Not applicable.

4.0 Input From Other Sources

- Corporate Communications

- Finance Services
- Legal Services
- Legislative Services
- Region of Durham
- Corporate Leadership Team

5.0 Analysis

5.1 Background

The City of Oshawa (“City”) has actively participated in the residential curbside green bin collection program since its implementation in 2006. The City currently provides curbside organics (“green bin”) collection to single-family dwellings and low density multi-residential buildings (8 units or less). Medium to higher density multi-residential buildings (greater than 8 units) were not part of the original green bin roll out.

The Region of Durham (“Region”) is responsible for managing the processing and disposal of materials collected under the City’s collection program and has historically been responsible for promotion, education and the supply of diversion kits to new and existing home owners. The City works closely with the Region to align local efforts with regional initiatives.

In March 2023, Regional Council authorized an “Enhanced Green Bin” program to expand the list of acceptable items allowed in the green bin and to extend the program to include multi-residential buildings that are approved for municipal waste collection services. The Enhanced Green Bin program aligns with the Oshawa Strategic Plan goal of less waste generation as well as the [Region’s Long-term Waste Management Plan](#) that aims to increase the diversion of organics from disposal. Increasing the diversion of organics also helps to achieve diversion targets set by the [Province as part of the Ontario Food and Organic Waste Policy Statement](#). The Policy Statement establishes waste reduction and resource recovery targets including 70 per cent diversion of organic waste from single-family homes by 2023 and 50 per cent diversion of organic waste from multi-residential buildings by 2025.

On June 26, 2023, Council considered [Report CO-23-34](#) dated June 7, 2023 and adopted the following recommendation:

- “1. That based on Report CO-23-34, dated June 7, 2023, concerning the Enhanced Green Bin Program, staff be authorized to work with the Region of Durham’s Waste Management Division on the coordination of the enhanced green bin program; and,
2. That staff review the roles and responsibilities as it relates to the provision of waste collection services including green bin collection at multi-residential buildings;
3. That staff report back on the outcome of the discussions with the Region; and,

4. That the City of Oshawa's Waste Collection By-law 11-2008, as amended, be further amended to reflect the organics management program changes pending further discussions with the Region of Durham."

5.2 Expanded Green Bin Materials – Curbside Collection Program

Starting July 1, 2024, and in alignment with the Region of Durham, the City's curbside green bin collection program will be accepting diapers, adult incontinence products, pet waste and pet litter as well as other related material. Residents must use compostable Green Bin liners for all items, including pet waste. Amendments to the Waste Collection By-law 113-2008 will be required to capture the program changes as was outlined in [Report CO-23-34](#) dated June 7, 2023.

The Region will be initiating an enhanced green bin communication campaign that will run across the Region from June 2024 to the end of August 2024. This campaign will focus on raising awareness about the new materials accepted as part of the curbside green bin program. The City will share and amplify the Region's communications using a variety of communications tactics and communications channels. Additionally, City staff will work with the Region on specific messaging, as required.

The City will continue with curbside collection of green bins on a weekly basis. Residents will be able to place unlimited green bins at the curb, but each green bin must not exceed 20 kg (44 lbs) in weight. To help residents comply with the weight limit, the Region will subsidize 50% of the cost of extra bins per address for the rest of 2024. Based on the Region's approved budget, for the remainder of 2024 residents will be able to purchase one additional bin (per address) for \$9.50.

5.3 Implementation of a Multi-Residential Green Bin Collection Program

On December 22, 2023, Regional Council endorsed the recommendations contained in Report #2023-WR-9 "Organics Management Plan – Multi-Residential Enhanced Green Bin Program" on the implementation of a multi-residential source separated organics collection program and associated measures to ensure the success of the program (Attachment 1).

The assessment conducted by the Region on the "readiness" of current multi-residential structures in Oshawa, as provided in Table 1, concluded that a phased, multi-year strategy is essential for the integration of the organics collection program. The Region's evaluation pinpointed those sites that could seamlessly initiate collection as "Green," indicating near-term execution. In contrast, sites necessitating minor modifications were marked as "Yellow," signifying a medium-term rollout, and those requiring substantial site renovations were classified as "Red," implying a more extended range plan for implementation.

Table 1: Readiness Review

Readiness Level	Buildings	Dwelling Units	# of totes (estimated)*
Green	123	6630	332
Yellow	84	5795	290
Red	13	756	38
Total	220	13181	660

*Note: the # of totes does not consider locations where it would be more appropriate to have front-end service. Totes were estimated based on the number of dwelling units: 1 tote/20 units

The multi-residential organics collection program must also take into consideration future growth as development is shifting towards more medium and high-density forms of housing including condominium townhouses and apartments. In order for multi-residential developments to receive municipal collection services, they will be required to meet waste and organic design guidelines. The design guidelines for new developments are needed to ensure proper vehicle access, storage and capacity for waste and organic collection.

5.3.1 Option A: Region of Durham operates the multi-residential program on behalf of the City

Regional Council endorsed the recommendation that the Region of Durham assume the responsibility for the overall management of the multi-residential organics program in Oshawa and Whitby as part of a shared-service agreement. Under this proposal the Region would contract out the collection of multi-residential organics to a private contractor. The contractor would be responsible for working with property owners and managers to determine the appropriate level and type of service (front-end or tote collection) for each building. As part of the Region's contract, the contractor would be responsible for providing, cleaning, and maintaining the organics bins or totes to ensure that the program is well received. The Region would also be responsible for providing education and outreach to residents as well as supplying kitchen containers for each dwelling unit. As part of the shared service agreement the Region would invoice the City of Oshawa for all costs associated with the program including the promotion, education and supply of kitchen containers.

Advantages:

- The Region can leverage economies of scale by incorporating Oshawa's dwellings which benefits all Region of Durham residents.
- Risk associated with the program would be transferred to the Region.
- The City would not have to invest in additional staff, equipment, or infrastructure to provide the service.

- The Region would handle all aspects of customer service, education, and enforcement related to the multi-residential organics program including establishing design criteria for new developments which would be consistent across the Region.
- Costs will be phased-in over time based on the Region's "readiness" review and contractor's implementation schedule, pending award.
- Supports the Environmental goals of the City.

Disadvantages:

- Costs will increase as new service locations are approved for municipal waste collection services.

This option balances cost-effectiveness, service quality, and environmental benefits. It also leverages the existing expertise and resources of the Region and avoids duplication of efforts. If this option is selected, the City would work closely with the Region to ensure that the program meets the needs and expectations of residents and stakeholders. The City will still be responsible for providing garbage collection services at these same locations.

If the Community and Operations Committee selects Option "A", the following recommendation should be adopted:

That the Community and Operations Committee recommend to City Council:

- "1. That pursuant to Report CO-24-26 dated April 10, 2024 staff be authorized to negotiate the terms of the shared use agreement with the Region in a form and content acceptable to the Commissioners of Community and Operations Services, Corporate and Finance Services and the City Solicitor; and,
2. That Council pass a by-law to further amend the Waste Collection By-law 113-2008, as amended, to allow for the changes in the expanded green bin program as outlined in Report CO-24-26 dated April 10, 2024 and in a form and content acceptable to the Commissioners of Community and Operations Services, Corporate and Finance Services and the City Solicitor."

5.3.2 Option B: City of Oshawa Collection Program

The City of Oshawa currently provides waste collection at multi-residential properties approved for municipal waste collection services. City serviced multi-residential customers receive either front-end collection through a contracted service provider or curbside waste collection by city forces. Under this option, the City of Oshawa would be responsible for implementing organics collection program at these same locations.

To undertake multi-residential organics collection services in-house the City would have to hire additional staff resources and purchase new fleet assets capable of collecting organics from medium density apartments that could accommodate a tote based collection system.

For high density buildings, where a tote based program is not practical from a collection or storage perspective, the City will need to integrate organics collection as part of its existing front-end collection contract.

The City would be responsible for administering the program including liaising with property owners and managers, educating residents, and enforcing the program.

Advantages:

- The City would have full control over the design, delivery, and cost of the service.
- Supports the Environmental goals of the City.

Disadvantages:

- The City's governance over the initiative is constrained, given that the bulk of the program's directives and processing mandates fall under the jurisdiction of the Region.
- The City would have to incur significant capital and operating costs to provide the service.
- The City would have to manage all aspects of customer service, implementation, and enforcement related to the program. This may require additional administrative support.
- The City would not be able to provide the high level of service proposed by the Region for the cleaning and repairing of the totes. Property managers would be responsible for maintaining and replacing the totes, this could impact the success of the program for those existing buildings.
- Property owners would be responsible for purchasing and maintaining all organic bins or totes.
- The City will still need to contract out services for high density buildings which require a different level of service by a contractor for front-end collection.
- Costs will increase as new service locations are approved for municipal waste collection services.

If the Community and Operations Committee selects Option "B", the following recommendation should be adopted:

That the Community and Operations Committee recommend to City Council:

- "1. That staff be directed to proceed with phasing in the implementation of an organics collection program for multi-residential buildings and the development of design standards for new or redeveloped buildings as detailed in Section 5.3.2 of Report CO-24-26 dated April 10, 2024; and,

2. That Council pass a by-law to further amend the Waste Collection By-law 113-2008, as amended, to allow for the changes in the expanded green bin program as outlined in Report CO-24-26 dated April 10, 2024 and in a form and content acceptable to the Commissioners of Community and Operations Services, Corporate and Finance Services and City Solicitor.”

5.3.3 Option C: No Multi-Residential Organics Collection Program

This option is status quo in which case neither the Region nor the City provides for the collection of organics from Multi-residential buildings. Residents would continue disposing of their organic waste in the garbage.

Updates to the City’s Waste Collection By-law 113-2008, as amended, are required to allow for the expansion of the green bin program including servicing and set out requirements to align with the Region of Durham.

Advantages:

- The City would not have to incur any costs or responsibilities related to providing organics collection service.
- The City would avoid potential issues or complaints related to organics collection (such as odor, pests, contamination, or bin storage).

Disadvantages:

- The City would miss an opportunity to increase its waste diversion rate.
- The City would not meet the expectations or needs of some residents who want to participate in organics diversion.
- The City may face pressure or criticism from environmental groups or other stakeholders who advocate for the diversion of organics from disposal.
- The City would not comply with Provincial Policy Statement.

If the Community and Operations Committee selects Option “C”, the following recommendation should be adopted:

That the Community and Operations Committee recommend to City Council:

- “1. That pursuant to Report CO-24-26 dated April 10, 2024 that the Region be notified that the initiative is not a Legislative requirement and due to the potential cost of the program the City of Oshawa is not recommending the implementation of a multi-residential organics program at this time; and,
2. That Council pass a by-law to further amend the Waste Collection By-law 113-2008, as amended, to allow for the changes in the expanded curbside green bin program as outlined in [Report CO-23-34](#) dated June 7, 2023 and in a form and content

acceptable to the Commissioners of Community and Operations Services, Corporate and Finance Services and Legal Services.”

6.0 Financial Implications

The estimated financial implications for each option are outlined in Attachment 2 and summarized below:

Option “A”: The Region estimates that it would cost \$141,680 as a one-time fee to roll out the program, and \$958,450 annually to operate it. The City would be invoiced by the Region for the cost of the program. This cost will be phased in as on-boarding of existing buildings is undertaken and will increase overtime with growth as new service locations are approved for municipal waste collection services.

Option “B”: In order for the City to assume multi-residential organics collection services a capital budget of \$730,000 would be required to purchase an additional fleet asset, organics totes and undertake a promotion and education campaign necessary for the roll-out of the program.

The City estimates that it would cost approximately \$500,000 annually to operate an organics tote collection program for small to medium sized buildings. This includes fleet related operating costs, ongoing promotion and education, supply of kitchen containers, as well as additional staff resources to implement and undertake collection services.

Option “C”: The City would not incur any direct costs related to this option. However, there may be indirect costs to the Region related to processing at the Durham York Energy Centre that may be incurred.

7.0 Relationship to the Oshawa Strategic Plan

This report addresses the goals set out in the Oshawa Strategic Plan of Economic Prosperity and Financial Stewardship and Environmental Responsibility.



Mike Saulnier, Director,
Operations Services



Kevin Alexander, Commissioner,
Community and Operations Services Department

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



The Regional Municipality of Durham Report

To: Works Committee
From: Acting Commissioner of Works
Report: #2023-WR-9
Date: December 6, 2023

Subject:

Organics Management Plan – Multi-Residential Enhanced Green Bin Program

Recommendation:

That the Works Committee recommends to Regional Council:

- A) That staff be authorized to implement a Multi-Residential Green Bin Collection Program for multi-residential buildings already receiving regional waste collection services;
- B) That the Commissioner of Works be authorized to enter into a Shared Services Agreement with the Town of Whitby and the City of Oshawa outlining the framework under which the Regional Municipality of Durham may operate a region-wide Multi-Residential Green Bin Collection Program, including within the Town of Whitby and the City of Oshawa, subject to the satisfaction of the Commissioner of Finance and the Regional Solicitor;
- C) That the Commissioner of Works be authorized to amend By-Law #46-2011, a By-Law to Regulate the Provision of Waste Management Services Under the Jurisdiction of the Regional Municipality of Durham to reflect the necessary program changes;
- D) That the estimated annual gross program cost of \$1.9 million (\$0.95 million in 2025), with costs of approximately 50.6 per cent and 16.0 per cent based on the number of units, be recovered from the City of Oshawa and the Town of Whitby respectively.

- E) That the net cost to the Region be included in the 2025 and future Waste Management Business Plans and Budgets; and
 - F) That a copy of this report be distributed to Local Area Municipalities and the Ontario Ministry of the Environment, Conservation and Parks York-Durham District Office for information.
-

Report:**1. Purpose**

- 1.1 The purpose of this report is to seek Regional Council's approval to implement a multi-residential source-separated organics collection program and associated measures to ensure the success of the program.

2. Background

- 2.1 On March 1, 2023, Regional Council approved Report [#2023-WR-3](#), which outlined the next steps for the development of a Green Bin program for multi-residential buildings already receiving municipal waste collection services.
- 2.2 Currently, the Region provides recycling and garbage collection to 419 multi-residential properties (26,262 dwelling units), as noted in Table 1 below. Multi-residential buildings that do not meet the Region's requirements manage their waste with private contracts.
- 2.3 The Region does not have a multi-residential Green Bin program. The multi-residential sector is the fastest growing housing sector in the Region, and multi-residential organics, which account for approximately 44 per cent of the garbage collected from multi-residential properties, represent the best opportunity for the Region for additional waste diversion beyond expanding the curbside Green Bin program.

**Table 1: Multi-residential properties serviced by the Region
(September 2023)**

Municipality	# of Multi-residential Properties Serviced	# of Individual Units Serviced
Oshawa	221	13,309
Whitby	76	4,207
Pickering	36	3,661
Ajax	34	3,124
Clarington	27	1,067
Uxbridge	15	511
Scugog	4	138
Brock	6	245
TOTAL	419	26,262

- 2.4 As each building is unique, the proposed multi-residential green bin program will require a multi-year implementation to allow for the changes needed to accommodate the program in each building. This is especially true for buildings with limited storage capacity. No building retrofits are anticipated, and required changes will be related to individual property management practices.
- 2.5 New multi-residential projects currently in the development review process will be informed of the upcoming changes with a request for appropriate site accommodations. Organics management will be included in the Region's future multi-residential development review process.
- 2.6 The Region processes all curbside green bins collected in Durham, except in, the City of Oshawa and the Town of Whitby, which collect the curbside Green Bin materials in their respective municipalities. The Region will collect organics from multi-residential properties in the City of Oshawa and the Town of Whitby under a shared services agreement for the proposed multi-residential Green Bin program. The agreement will outline the provisions under which the Region will recover

from the City of Oshawa and the Town of Whitby their respective share of the program's total costs.

3. Previous Reports and Decisions

- 3.1 In June 2019, Regional Council approved Report [#2019-COW-17](#), which outlined the 'Organics Management Next Steps and Updated Preliminary Business Case' to adopt wet AD as the preferred technology for the Region's long-term organics management plan to maximize diversion, including Green Bin organics and the organic fraction of mixed garbage wastes.
- 3.2 In June 2022, Regional Council approved Report [#2022-COW-22](#), authorizing staff to cancel the Region's Mixed Waste Pre-sort and Anaerobic Digestion Facility ("AD Project") procurement process in accordance with the requirements of the Negotiated Request for Proposal, NRFP 1080-2021 ("NRFP").
- 3.3 In March 2023, Regional Council approved Report #2023-WR-3, authorizing staff to launch a Region-wide Enhanced Green Bin program to expand the list of acceptable items in the current program. Regional Council also granted approval to develop a Green Bin program for multi-residential properties receiving regional waste collection services and make respective amendments to By-Law #46-2011.

4. Ontario Food and Organic Waste Policy Statement

- 4.1 Ontario's Food and Organic Waste Policy Statement (Policy Statement) requires municipalities to achieve:
 - a. 70 per cent waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2023; and
 - b. 50 per cent waste reduction and resource recovery of food and organic waste generated at multi-residential properties by 2025.
- 4.2 It also encourages the diversion of the following materials through organics separation programs:
 - a. Personal hygiene waste,
 - b. Sanitary products,
 - c. Shredded paper (already accepted in the Region's program)
 - d. Additional paper products (already accepted in the Region's program),

- e. Compostable products and packaging,
 - f. Pet food (already accepted in the Region's green bin) and;
 - g. Pet waste.
- 4.3 In 2021, the Region diverted 43 percent of the available organics, including leaf and yard waste materials into the single-family home waste stream. A multi-residential Green Bin program will improve this performance and help the Region achieve compliance with Ontario's Food and Organic Waste Policy Statement.
- 5. Existing Approved Multi-Residential Building Inspections**
- 5.1 Regional staff inspected the 419 approved multi-residential properties to assess the level of effort required to implement the proposed multi-residential Green Bin Collection Program. Based on these inspections, each property was classified into three categories of readiness to receive the program as follows:
 - a. Ready to implement - The property has adequate space, infrastructure, and staff to manage organic waste and has clear guidelines and incentives for residents to participate in the program and reduce contamination. The property can start the program with minimal changes to its processes.
 - b. Minor changes required - The property may need to make some adjustments or improvements to optimize the process, may also need to update its guidelines and incentives for residents and would benefit from more education and outreach. The property can start the program with moderate changes to its processes.
 - c. Significant site challenges - The property has limited or no space, infrastructure, or staff to deal with organic waste. The property may face physical, logistical, or financial barriers to implement the program, may also have low awareness or engagement from residents, and may see resistance from property management. The property owner would require significant changes to its processes to start the program.
- 5.2 Property managers and owners were given an opportunity to provide their insights for implementing the proposed multi-residential Green Bin program.
- 5.3 The inspections confirm that 64 percent of buildings are ready to implement a multi-residential green bin program, 32 per cent can implement with minor changes, and 4 per cent may face significant site challenges. This information will inform the phased-in implementation plan. Any costs associated with ensuring that properties can accommodate the program will be the responsibility of the property owner.

6. Other Municipal Multi-Residential Green Bin Programs

- 6.1 Halton Region, the City of Hamilton, the City of Ottawa, and the City of Toronto have implemented multi-residential Green Bin programs. Regional staff spoke with representatives from these municipalities to learn from their experiences. The findings are outlined in Attachment #1.
- 6.2 These municipalities have design standards to facilitate the separation of organic waste, including tri-sorters, bi-sorters, three-chute systems, and waste storage facilities. They also offer options for collecting organic waste, such as, wheeled tote containers ranging in size from 121 – 360 litres (32-95 gallons) and 1.8 cubic metres (2-yard) front-end bins. The number and size of bins allocated per building depend on the number of units in each building.
- 6.3 Staff have solicited proposals for the design and delivery of a multi-residential Green Bin collection program from the industry. The proposals received include similar features as those described above, including providing kitchen catcher containers and respective information/instructions to residents, using wheeled tote containers for centralized collection and weekly collection at a minimum, with a twice-weekly collection schedule for larger properties.
- 6.4 The most common lesson learned from all municipalities is that program success depends on maintaining a comprehensive education and compliance campaign to ensure effective program participation. An annual promotional budget between \$2.28 and \$6.50 per dwelling unit is recommended for ongoing program success. Appropriate costs will be Regional with cost recovery from Whitby and Oshawa through the recommended Shared Services Agreement.

7. Shared Services Agreement with the City of Oshawa and the Town of Whitby

- 7.1 Regional staff are jointly developing a Shared Services Agreement with the City of Oshawa and the Town of Whitby, which will outline the provisions under which the Region will deliver a multi-residential Green Bin program in the City of Oshawa and the Town of Whitby and basis by which the Region will allocate and recover the costs of the program from the Town of Whitby and the City of Oshawa.
- 7.2 The intent of the shared services agreement is to recognize program efficiencies and cost benefits through administration of a single consistent program across the Region under a single contract. The program will also be able to leverage

consistent common messaging to residents and bring the communities into alignment with Ontario's Food and Organic Waste Policy Statement.

7.3 The City of Oshawa Council has approved Report [CO-23-34: Enhanced Green Bin Program](#) authorizing staff to enter into a Shared Services Agreement with the Region for the multi-residential Green Bin program.

7.4 The Town of Whitby's Council is yet to authorize staff to enter into a Shared Service Agreement with the Region for the multi-residential Green Bin program.

8. Bylaw Update Required

8.1 Schedule P of By-Law #46-2011, A By-Law to Regulate the Provision of Waste Management Services Under the Jurisdiction of the Regional Municipality of Durham, needs amending to reflect the program changes outlined in this report and to require that future developments include provisions for the collection of organics in their plans as a condition for qualifying for municipal waste collection.

8.2 Given the various waste management designs used by developers based on the needs of existing or new buildings, Regional staff do not intend to require the use of any specific systems or layouts within buildings. However, Durham's waste management programs will continue to require participation in all waste diversion programs as a condition for properties to qualify for municipal waste collection services, and waste diversion must be as convenient as disposal.

9. Procurement

9.1 On September 25, 2023, the Region issued Request for Proposal (RFP) # P-1068-2023, for the collection of Multi-Residential Organics in the Region of Durham that closed on October 23, 2023. The successful bidder must provide all the staffing, vehicles and equipment necessary to collect multi-residential Green Bin materials at a minimum of once per week, to provide, own, and maintain in good working condition all bulk collection containers (wheeled tote containers and front-end bins), to assist the Region in coordinating with property owners and managers, and to assist the Region in promotion and education activities. The timing of # P-1068-2023 affords the contractor time to order the required collection vehicles as delivery can take up to two years. The contract will not be awarded until the Shared Services Agreement is signed by all parties.

9.2 RFP-1068-2023 was evaluated against the following criteria:

- a. Proposed Solution and Timelines (30%)
- b. Company Experience and Qualifications- Sample Projects (20%)
- c. Staff Experience and Qualifications (5%)
- d. Quality Management Plan (10%)
- e. Innovation (10%)
- f. Pricing (25%)

9.3 Miller Waste was the only bidder to meet the minimum 70 per cent scoring requirement and has undergone reference checks. The winning bid was for a total collection cost \$1,837,274. The Region will allocate the cost of this contract between the Region, Town of Whitby and City of Oshawa and will negotiate funding arrangements with the Town of Whitby and the City of Oshawa for their respective portion of the cost of the contract.

10. Proposed Program

10.1 Based on the results of the jurisdictional scan and the procurement process, the Regional program will include the following:

- a. One kitchen container per dwelling
- b. One information brochure per dwelling
- c. Signage for chute rooms, waste storage areas, and other areas, as needed
- d. Wheeled tote containers for centralized storage and collection
- e. Weekly collection at minimum, with twice-weekly collection for larger properties subject to needs assessment
- f. Acceptable materials same as curbside Green Bin program
- g. A material audit program to monitor program performance
- h. Program participation is a condition for qualifying for municipal waste collection services and must be as convenient as waste disposal.

10.2 The Region will provide an initial kitchen catcher container for residents to use in their units as well as all promotional material and signage to support the buildings. As outlined in Section 11, the Town of Whitby and the City of Oshawa will be responsible for their respective portion of these costs.

11. Financial Implications

- 11.1 Table Two provides the details on the total estimated annual cost of implementing the new expanded organics program in eligible multi-residential properties including the cost for the contracted collection services, contract administration, individual kitchen bins for each unit and education and promotion costs.
- 11.2 It should be noted that Table Two only includes the cost of collection and does not include the cost of processing which is estimated at \$436,000 annually which is offset by the elimination of the need to haul this material and to dispose of it at the Durham York Energy Centre for a combined savings of approximately \$220,000 annually.
- 11.3 In addition to the ongoing operating costs there are also one-time operating costs associated with the launch of the multi-residential expanded organics program which are itemized in Table 3.
- 11.4 The City of Oshawa and the Town of Whitby are responsible for the collection of Green Bin materials in their respective municipalities. It is proposed that the Region will manage the contracted services and coordinate the program's implementation and delivery and bill back the respective cost of the program to the City of Oshawa and the Town of Whitby. Staff are currently negotiating an MOU with the City of Oshawa and the Town of Whitby which will outline the various roles and responsibilities of each of the partners in the MOU including framework by which the Region will bill the City of Oshawa and the Town of Whitby for their respective shares of the total costs. While the final cost shares will be defined through the MOU and cost allocations framework, Tables 2 and 3 outline an initial estimate of the costs for the Region, City of Oshawa and Town of Whitby for the multi-residential collection program.

Table 2: Estimated Annual Multi-Residential Green Bin Collection Program Costs

Estimated Annual Operating Costs *

Organics Program Task	Total	Region of Durham	City of Oshawa	Town of Whitby
Collection Contract	\$1,837,274	\$613,899	\$928,044	\$295,331
Ongoing Promotion and Kitchen Catchers	\$60,000	\$19,983	\$30,406	\$9,611
Total	\$1,897,274	\$633,882	\$958,450	\$304,942

Table 3: Estimated One-time Multi-Residential Green Bin Collection Program Costs

Estimated One-time Operating Costs *

Organics Program Task	Total	Region of Durham	City of Oshawa	Town of Whitby
In-house kitchen catcher containers & compostable bag samples	\$150,000	\$50,100	\$75,900	\$24,000
Promotion and Education Launch Campaign	\$130,000	\$43,420	\$65,780	\$20,800
Total	\$280,000	\$93,520	\$141,680	\$44,800

*Dollar amounts exclude applicable taxes.

- 11.5 Based on the costs outlined in Table 2, the estimated annual net cost to the Region of Durham (net of the recoveries from the City of Oshawa and the Town of Whitby) is \$633,882. It is estimated that these costs will impact the Region's 2025

Business Plans and Budget. The estimated net cost of the program to the Region represents an annual increase in the overall Regional property tax levy of 0.1 per cent. Given the challenges in quantifying and monitoring allocation of kitchen catchers and where promotion and education activities may span multiple programs, the Region may fund in practice the indirect costs of the collection system beyond the cost sharing allocation.

12. Relationship to Strategic Plan

12.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:

- a. Goal 1.1 Accelerate the adoption of green technologies and clean energy solutions through strategic partnerships and investment.
- b. Goal 1.2 Increase waste diversion and resource recovery.
- c. Goal 1.4 Demonstrate leadership in sustainability and addressing climate change.
- d. Goal 5.1 Optimize resources and partnerships to deliver exceptional quality services and value.
- e. Goal 5.2 Collaborate for a seamless service experience.

13. Conclusion

13.1 This report recommends that Regional Council approve a multi-residential Green Bin program for properties that qualify for municipal waste collection services and the amendment of Waste Management By-Law #46-2011 to reflect the program changes.

13.2 This program will help the Regional Municipality of Durham meet the regulatory requirements of Ontario's Food and Organic Waste Policy Statement and align with the Region's long-term organics management plan.

13.3 A Shared Services Agreement with the City of Oshawa and the Town of Whitby will outline the framework under which the Region will deliver this program to all approved multi-residential properties within the City of Oshawa and the Town of Whitby and recover the respective costs from the City of Oshawa and the Town of Whitby.

13.4 This report has been reviewed by the Chief Administrative Office - Legal Services Division and the Finance Department.

13.5 For additional information, contact: Andrew Evans, Director, Waste Management Services, at 905-668-7711, extension 4102.

14. Attachments

14.1 Attachment #1: Other Municipal Program Summary

Respectfully submitted,

Original signed by:

Ramesh Jagannathan, MBA, M.Eng., P.Eng., PTOE
Acting Commissioner of Works

Recommended for Presentation to Committee

**Original signed by Nancy Taylor
for**

Elaine C. Baxter-Trahair
Chief Administrative Officer

Summary of Other Municipal Organics Programs

There are several municipalities within Ontario that have already implemented a multi residential Source Separated Organics Program. Regional staff have spoken to representatives from each of these municipalities and reviewed their programs to learn from their experiences.

Barrie

The City of Barrie has a Multi-residential Source Separated Organics Program for properties with six or more units. Each unit is supplied with a kitchen bin to transfer to the building's large organic carts, which are also supplied by the City. Properties are required to participate in the program to receive the City's other waste collection services.

Halton Region

Halton Region has been in the process of implementing a Multi-residential Source Separated Organics Program since 2014. All multi-residential buildings must separate organic waste as per their Waste Management Bylaw, or they will not receive municipal waste collection services. The Region provides Green Carts (360 or 120 litres) as well as Kitchen Catchers for use in each dwelling units. The Region owns the carts and is responsible for replacing any broken or missing carts.

The Region has released the [ROP Guidelines - Development Design Guidelines for Source Separation of Solid Waste \(halton.ca\)](#) for developers of multi-residential properties which outlines how buildings must be designed to accommodate all waste streams. The Region allots one Green Cart for every 25 units and provides an initial free sample of bag liners and enzyme cart cleaner.

Hamilton

The City of Hamilton also has a Multi-residential Source Separated Organics Program. The City provides the option of a two cubic yard front-end collection bin or Green Carts for collection as well as a Kitchen Catcher for each individual unit. The City is responsible for replacing any broken or missing bins.

There are also [Design Requirements for New Developments](#) within the City. Buildings with more than 30 units are required to install three separate waste chutes, and smaller buildings require a waste room that has an appropriately sized storage area as per their detailed standards.

Niagara Region

The Niagara Region has a Multi-residential Source Separated Organics Program for properties with seven or more units if they purchase a 160-litre cart. The property manager is responsible for maintaining and replacing the carts. The Region provides [Large Apartment Info](#) for developers and property managers.

Ottawa

The City of Ottawa has a Multi-residential Source Separated Organics Program for properties with six or more units. The City provides properties with 47 litre, 80 litre or 240 litre bins as well as an in-unit bin for each unit. The containers are owned by the contractors, and they are responsible for maintaining and replacing any broken or missing bins.

The City has released the [Ottawa Development Standards](#) which outlines how buildings must be designed to accommodate all waste streams for property managers and developers.

While speaking with representatives from the City, it was learned that one of the major challenges that they are facing is space. Many buildings were designed before current design standards. To address this, Ottawa offers various bin sizes and more frequent collection to certain buildings. They suggested providing more outreach and education to each of the properties to reduce contamination.

Richmond Hill

The City of Richmond Hill has a Multi-residential Source Separated Organics Program for properties as outlined in their [Development Standards](#). At the time of implementation, pre-existing multi-residential buildings were able to opt into the program, however all new developments are required to participate. The City provides an in-unit bin and a 240 litre cart to the buildings at a rate of one cart for every 25 units. All new developments more than five storeys are required to install a three-chute waste sorting system.

Simcoe County

Simcoe County has a Multi-residential Source Separated Organics Program for properties with more than six units that operates on a case-by-case basis. 120 litre carts can be purchased from the County and are maintained by the property manager. The County has released [Development Requirements](#), however, it does not provide instructions regarding the organics program for multi-residential properties.

Toronto

The City of Toronto has had a Multi-residential Source Separated Organics Program since 2009. All multi-residential buildings must separate organic waste as per their Waste Management Bylaw, or they will not receive service. The City initially provides 35-gallon curbside totes for buildings with less than 30 units, and front-end bins for buildings with more than 30 units but replacing damaged or missing bins is the responsibility of the property manager. The City provides kitchen catchers for each multi-residential unit. The City has released [Development Requirements](#) for developers and property managers, which outlines the options for curbside collection for buildings with 9-30 residential units, and front-end collection for buildings with 31 or more.

Representatives from the City noted that they are facing major challenges with contamination and participation with larger buildings, and that they work with their by-law officers for support. They have recommended clear education and communication, hands-on outreach, consistent follow-up, and multi-language promotional and educational materials for a successful program.

Vaughan

The City of Vaughan has a Multi-residential Source Separated Organics Program, which all multi-residential buildings are required to participate in as per Vaughan's bylaw 135-2017. The City initially provides front-end bins or carts (32-95 gallons) to each property, and property managers are required to purchase any replacements going forward. The City has released [Waste Collection Design Standards](#) for property managers and developers, and outlines the requirements of a three stream waste system.

Representatives from the City have noted that there has been good participation in the program thus far, but they are having some issues with contamination in buildings with tri-sorters and are encouraging three separate chute systems going forward. Initial challenges faced during the implementation process included space constraints and concerns about odours and pests. For a successful program, Vaughan recommends better education for property managers, residents, and board members.

Multi-Residential Organics Collection Program - Estimated Cost Comparison

Program Roll-Out (one time cost)	Option A: Region	Option B: City	Option C: Status quo
Fleet Asset Purchase (One time capital cost for fleet purchase)	Included	\$500,000	N/A
Initial In-unit kitchen bins and compostable bags	\$75,900.00	\$75,900	
P&E Campaign	\$66,780.00	\$66,780	
External Tote/Bin Purchase	Included	\$80,000	
Distribution/Working with Property Managers	Included	Costs covered under staffing resources.	
TOTAL	\$142,680.00	\$722,680	

Annual Operating Costs	Option A: Region	Option B: City	Option C: Status quo
Collection Contract	\$928,044.00	n/a	N/A
Fleet Operating (includes capital replacement of fleet asset, gas, maintenance and repairs)	Included	\$170,000	
Ongoing Promotion, in-unit Kitchen containers, Tote Replacement/Distribution	\$30,406.00	\$30,406	
Salaries and Benefits	Included in contract cost	\$277,000	
Total Annual Operating Cost	\$958,450.00	\$477,406	
7-yr Total*	\$6,709,150.00	\$3,341,842	

* Region's Collection contract term is 7 years and includes supply of totes and tote washing, labeling, replacement/maintenance and liaising with property managers/owners.