



Community Services Committee Meeting Agenda

Monday, February 14, 2022, 9:30 a.m.

Electronic Meeting

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Pages

Public Meeting

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.

Correspondence Requiring Action

CS-22-10 - Request for a 4-way Stop at Solar Gate and Bridle Road (Ward 2)

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Referrals from Council and Committees

CS-22-07 - Notice of Motion - The City of Oshawa's Snow Removal Process (All Wards)

Whereas the City frequently receives complaints from residents about windrows caused by the snow ploughs, especially on elbow streets, corner lots, courts and cul-de-sacs; and,

Whereas improvements may be found with staff reviewing the City's snow

removal process to consider snow clearing efficiencies and ways to minimize the windrows caused by snow ploughs at the end of residential driveways; and,

Whereas other GTA municipalities, such as Richmond Hill and Vaughan have windrow clearing programs not exclusive to seniors, but for windrows on all residential driveways on local roads city-wide; and,

Therefore staff investigate a city-wide in-house Oshawa windrow clearing program for residential driveways on local roads, and prepare a report that includes:

1. results of a public survey that gauges Oshawa residents' level of interest in a city-wide windrow clearing program on local streets; and
2. gives consideration to a phased in approach for possible implementation starting with City courts, elbow streets and cul-de-sacs windrows.

CS-22-08 - Notice of Motion - Potential to initiate Radar Cameras Agreement (All Wards)

Whereas the Region of Durham initiated Vision Zero and the radar cameras in certain locations around the Region;

Whereas the Town of Ajax and the Town of Whitby are investigating entering into similar agreements with radar camera providers;

Now therefore staff investigate the costs for the City of Oshawa to enter into an agreement with radar camera providers and survey Oshawa residents interest in having them installed in hot spots in the City for where speeding is most prevalent.

CS-22-09 - Eighth Report of the Oshawa Accessibility Advisory Committee (All Wards)

That Report DS-22-09 being the eighth report of the Oshawa Accessibility Advisory Committee concerning accessible public use of clubhouse washrooms be referred to the Community Services Committee:

1. Accessible Public Use of Clubhouse Washrooms (OAAC-21-62)

Recommendation

That Oshawa Accessibility Advisory Committee (OAAC) requests City Council investigate the agreement with the Oshawa Central Council of Neighbourhood Associations (OCCNA) for accessible public use of clubhouse washrooms in City-owned parks that are being redeveloped.

Reports from Advisory Committees

CS-22-11 - First Report of the Oshawa Environmental Advisory Committee (All Wards)

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Oshawa Environmental Advisory Committee respectfully reports and recommends to the Community Services Committee its First Report.

1. Optional Street Tree Installation - Tree Planting Working Group Report (OEAC-22-09)

Recommendation

That the Oshawa Environmental Advisory Committee endorse Report OEAC-22-09 on the Optional Street Tree Installation and it be submitted as the comments from the Committee.

Reports Requiring Action

None.

Public Consent Agenda

Correspondence

None.

Staff Reports/Motions

CS-22-12 - Pepper Patch Community Garden at 138 and 139 Albert Street and South Patch Garden at Cordova Park (Wards 4 and 5)

11

Recommendation

That the Community Services Committee recommend to City Council:

1. That based on Report CS-22-12 dated February 9, 2022, the Pepper Patch Community Garden Committee be formed and assume the operation of the gardens located at 138 and 139 Albert Street in accordance with this Report; and,
2. That the members of the Pepper Patch Community Garden Committee be recognized as volunteers of the City of Oshawa enabling the City to extend coverage under its Municipal Liability Insurance Policy; and,
3. That members of We Grow Food be thanked for their efforts in establishing the Pepper Patch, Berry Patch and South Patch for their years of dedicated service to the community.

CS-22-13 - Response to correspondence from Durham College requesting the termination of the licence agreement between the Oshawa PUC Networks Inc. and Oshawa Downtown BIA concerning pole wraps (Ward 4)

27

Recommendation

That the Community Services Committee recommend to City Council:

Whereas a licence agreement between the Oshawa PUC Networks Inc. (OPUC) and Oshawa Downtown BIA, appended as Attachment 1, was signed and dated September 16, 2019, (the “Agreement”); and,

Whereas the licence agreement was a pilot agreement in 2019; and,

Whereas the agreement was for the two parties to establish the use of OPUC poles for pole wrapping; and,

Whereas the pole wrappings were to be part of a branding campaign for Durham College; and,

Whereas the Oshawa Downtown BIA is dissolved and the City has assumed the responsibilities of the Oshawa Downtown BIA; and,

Whereas the President of Durham College has provided correspondence advising that they no longer support the pole wrap branding campaign; and,

Whereas the CEO of Oshawa PUC Networks Inc. has been advised and agrees that the agreement will be terminated; and,

Therefore, pursuant to CS-22-13, be it resolved that the agreement dated September 16, 2019 between the Oshawa PUC Networks Inc. and the Oshawa Downtown BIA be terminated.

CS-22-15 - Request to Remove Mural at 32-40 King Street East (Ward 4)

49

Recommendation

That the Community Services Committee recommend to City Council:

1. That, pursuant to Report CS-22-15 dated February 9, 2022 City staff be authorized to remove and dispose of the mural entitled “On the Lake (The Argyle)” which is located on the west exterior wall of the property located at 32-40 King Street East; and,
2. That, pursuant to Report CS-22-15 dated February 9, 2022, the Mayor on behalf of Council be authorized to write a letter to the family of the artist and include a print of the macquette of the mural painted by the artist.

CS-22-16 - Community Centennial Public Feedback Update (All Wards)

55

Recommendation

That the Community Services Committee recommend to City Council:

That Report CS-22-16, dated February 9, 2022, concerning the Community Centennial public feedback update be received for information.

Public Discussion Agenda

Matters Excluded from Consent Agenda

Items Introduced by Members

Closed Consent Agenda

Closed Correspondence

None.

Closed Staff Reports/Motions

None.

Closed Discussion Agenda

Matters Excluded from Consent Agenda

Items Requiring Action

Adjournment

CS-22-10

On January 13, 2022 at 2:39:03 PM EST, Janine Chang <M.F.I.P.P.A Sec. 14(1)> wrote:

Good Day Counsellors,

Your constituents of Solar Place have been having issues for the past 15 years exiting out of Solar Gate onto Bridle Road. The issues have been addressed numerous times with the engineers, but we have been told that we do not meet their criteria for a 4 way stop and only a counsellor can approve this. As residents it meets and exceeds our criteria.

Since the two new schools as well as housing were built, the issue has grown tremendously, and the dangers we face, has escalated. Also, when Bridle opens up for access to the new Costco it will get worse.

Bridle Road has a curve to it and the homes allow for parking of 2 vehicles on the apron, and vehicles also park on the road. For us to exit our enclave, we must slowly creep out onto Bridle, leaning over the steering wheel, and by the time we can see if it is clear, our vehicles are more than 1/2 out on the road. An extremely dangerous position for us, causing near misses! The other issue that does come into play, is the road directly across, as some drivers are not adhering to the rules of the road and are dismissing us, as we try to enter onto Bridle.

Accident near misses have gone on long enough, and we do not wish to see this happen. The stop will also provide traffic calming in front of the park and school adding to the children's safety. Therefore we are requesting the 4 way stop be constructed as soon as possible.

Thank you in advance for your assistance in expediting this request.

Regards,

Janine Chang and Solar Place residents.

Formerly OEAC-22-09

Optional Street Tree Installation - Tree Planting Working Group Report

At the January meeting, OEAC asked the tree planting working group to comment on the Street Planting Program, Options to opt out.

After some discussion, we decided that since planting trees on the City owned boulevards is for the common good, that private citizens should not be able to opt out. If the City retains an opt out clause under the program, \$2,000.00 is a reasonable amount to ask. In our opinion, that money should be used for pollinator gardens of planting native species through out the City

To: Community Services Committee

From: Ron Diskey, Commissioner,
Community Services Department

Report Number: CS-22-12

Date of Report: February 9, 2022

Date of Meeting: February 14, 2022

Subject: Pepper Patch Community Garden at 138 and 139 Albert Street
and South Patch Garden at Cordova Park

Ward: Ward 4 & 5

File: 03-05

1.0 Purpose

The purpose of this Report is to provide an update on We Grow Food garden projects and to formalize the “Pepper and Berry Patch” gardens located at 138 and 139 Albert Street as a community garden under the City’s Community Garden Program.

2.0 Recommendation

That the Community Services Committee recommend to City Council:

1. That based on Report CS-22-12 dated February 9, 2022, the Pepper Patch Community Garden Committee be formed and assume the operation of the gardens located at 138 and 139 Albert Street in accordance with this Report; and,
2. That the members of the Pepper Patch Community Garden Committee be recognized as volunteers of the City of Oshawa enabling the City to extend coverage under its Municipal Liability Insurance Policy; and,
3. That members of We Grow Food be thanked for their efforts in establishing the Pepper Patch, Berry Patch and South Patch for their years of dedicated service to the community.

3.0 Executive Summary

Not applicable.

4.0 Input From Other Sources

- Development Services
- Facility Services
- Municipal Law Enforcement Services
- Durham Integrated Growers
- We Grow Food
- Community garden volunteers

5.0 Analysis

5.1 Background

We Grow Food has been actively involved in food growing and community building in Oshawa since 2014. The City initially entered into a one year licence agreement (see Report [DS-14-92](#)) with The Table by Carol Inc. to pilot a local food growing and neighbourhood development initiative at 138 Albert Street. Based on the success of the project the licence agreement was subsequently extended and expanded to include the vacant land at 139 Albert Street, as shown in Attachment 1. These gardens were known as “The Pepper Patch and the Berry Patch” respectively.

In 2015, an additional licence agreement was executed for the establishment of a neighbourhood garden project at Cordova Valley Park located at 811 Glen Street. This agreement was later extended to include the use of the small community building for the purpose of holding garden related activities and education. This garden is known as the “South Patch Garden”, see Attachment 2.

These gardens were operated outside of the City’s Community Garden Program under a Licence Agreement with Carol Vandersanden, owner of The Table, who requested to operate the gardens under her own insurance and to assume primary responsibility for the operation of the gardens and their volunteers. We Grow Food provided the necessary support and guidance to the neighborhood volunteers by engaging the community and encouraging local ownership of the garden. We Grow Food was responsible for fundraising, donations and in-kind support to operate and maintain the garden in accordance with the agreement. The gardens were open to the local neighborhood and relied on We Grow Food volunteers and the local community.

The Pepper and Berry Patch Gardens as well as the South Patch Garden are located in [Priority Neighbourhoods](#) as identified by the Durham Region Health Department which are neighbourhoods that require focus to build on health and well-being. We Grow Food has been a valuable contributor to the health and well-being of its members and residents of Oshawa for many years through its donated produce, engagement with the community, and its efforts to raise awareness on issues related to food security.

At the conclusion of the 2021 growing season, the licence agreements between We Grow Food and the City expired. Unfortunately, in November 2021, We Grow Food notified the City that they did not wish to renew these agreements going forward.

In order for each of these gardens to continue to operate, a licence agreement with another interested organization would have to be established, or, a group of individuals would have to come together to form a committee to operate each garden under the City's Community Garden Program.

Community gardens on City owned land generally operate in accordance with the Council endorsed [Growing our Future – Community Garden Procedure](#) which requires a committee to be formed to act in a volunteer capacity to oversee the operation of the garden and its membership in accordance with a garden constitution. Members of the garden must follow garden policies and are required to sign assumption of risk form and release of liability waiver (Attachment 3). Committee members are designated by Council as volunteers of the City thereby extending the City's insurance coverage.

5.2 Pepper Patch and Berry Patch

To this end, a group of interested local residents have expressed an interest in continuing on with the operation of the garden at 138 and 139 Albert Street. They have established a committee, the Pepper Patch Community Garden (P.P.C.G.) Committee, to act in a volunteer capacity to succeed We Grow Food in operating the gardens. Some of the committee members already have a lengthy history of volunteering at the gardens and have developed a Constitution (Attachment 4) and the P.P.C.G. Operating Policy (Attachment 5) detailing their vision for operation.

The P.P.C.G. Committee is seeking to operate the existing Pepper Patch and Berry Patch gardens as the singular "Pepper Patch Community Garden" commencing in the spring of 2022. In accordance with the City's Community Garden Program, P.P.C.G. Committee members must be recognized as volunteers of the City enabling the City to extend coverage under its Municipal Liability Insurance Policy which is in line with how other community gardens on City-owned land operate throughout the City.

As detailed in the P.P.C.G. Operating Policy, the P.P.C.G. Committee intends to operate the garden as a true communal garden where all members help to maintain the whole garden and share in the produce rather than paying a nominal fee to maintain an individual plot as is the model in other community gardens. With no plan to collect plot fees from its members, the P.P.C.G. Committee will be responsible for all fundraising activities and receipt of donations to sustain the operation. The Committee has indicated it has support from groups including the Spirit Alive Outreach Ministry and Durham Integrated Growers (D.I.G.) but it will likely have to pursue other funding sources to operate the garden under their proposed model, over the long term.

Given that the gardens already exist and infrastructure is in place there is minimal site preparation required. However, the P.P.C.G. Committee has expressed concerns regarding security in the gardens. Trespassing and syringe use/disposal have been identified as the primary concerns. To address these issues, it is recommended that City staff install regulatory signage related to the authorized use of the gardens only. The problem of unauthorized activity in the garden has been reported to be particularly acute during the overnight hours.

As an identified problem area, City security staff will incorporate the garden during after hour patrols, 3 to 4 times a week, as part of the Downtown Project during the garden season (May to end of October) to monitor unauthorized use of the garden area. Additionally, garden committee members can reach out to Security and Municipal Law Enforcement Services to address specific issues if they arise.

It is also recommended that P.P.C.G. Committee work with social service agencies such as the John Howard Society of Durham Region to engage in routine syringe recovery patrols of the garden areas. It is also recommended that P.P.C.G. Committee work with social service agencies such as the John Howard Society of Durham Region to engage in routine syringe recovery patrols of the garden areas.

Additionally, it is recommended that The Pepper Patch Community Garden become formal members of Durham Integrated Growers who can support the Garden through knowledge sharing and fostering partnerships.

5.2.1 Special Operating Conditions

Typically, there are a number of key criteria that should be considered when choosing locations for a community garden, including:

- availability of water;
- soil condition and quality;
- access to washrooms;
- proximity to public transit;
- security; and,
- accessibility

The Pepper Patch Community Garden location is unique in that it is situated on two vacant City-owned residential lots, therefore there is no available water source, washroom facilities or dedicated parking.

If necessary, the Committee and garden members will be responsible for bringing in their own potable water or collecting water with rain barrels or the like. The City will not be responsible for providing water.

Similarly, the residential nature of the site is not conducive to permitting (portable) washroom facilities to be installed, even if at the sole expense of the Garden Committee. The City will not be responsible for providing washroom access, nor will the Committee be permitted to provide its own washroom facilities. Garden volunteers are advised to plan accordingly.

The central downtown location of the garden allows for convenient access to public transit and there is some on-street parking available nearby.

Garden members must remove all garbage/litter and dispose of it properly. Organic waste generated from the garden must be properly composted within the perimeter of the garden. Where this is not possible, it too must be removed from the site and disposed of properly.

Due to the proximity of the gardens to public sidewalks, garden volunteers must ensure there is adequate clearance and setback from the sidewalks for any and all garden activities, plant material, and infrastructure so as to eliminate any potential risks including site lines/visibility or trip hazards. Maintenance of mulch pathways within the gardens is the responsibility of the volunteers and they must be maintained such that the gardens remain accessible. Finally, the operation of the garden must conform to any applicable City by-laws as they apply in a residential setting.

5.2.2 COVID-19 Precautions

Community gardens operating in Durham Region are required to follow the recommendations contained in the "Community and Allotment Gardens during COVID-19 Fact Sheet" specified by the Durham Region Health Department. These operating practices must be followed to ensure the safety and continued operation of the community garden. The P.P.C.G. Committee will be responsible for ensuring that the garden complies with the recommendations.

5.3 South Patch Garden at Cordova Valley Park

In addition to the Pepper Patch and Berry Patch gardens, We Grow Food has decided that they no longer wish operate the South Patch garden located in Cordova Valley Park.

As part of the agreement with the City for this garden, We Grow Food was also granted use of the small community building in the park and accompanying storage shed. Substantial investments were made by the City in the two buildings to accommodate the food related activities of We Grow Food which included meetings, events, propagating plants from seed, and food basket distribution.

In planning for succession of this garden, a meeting was held in the fall of 2021 between City staff, We Grow Food, and a small group of volunteers who had previously been associated with the garden.

City staff explained that in-lieu of a licence agreement with an interested organization a dedicated group of individuals could form a committee and make an application under the City's Community Garden Program to continue operation of the South Patch garden.

City staff also informed those in attendance about the pending park redevelopment planned for Cordova Valley Park in 2022. Due to construction activities the park and garden area will be closed to the public and access restricted.

In relation to the requirements of terminating the agreement, We Grow Food has vacated the two buildings adjacent the garden and have removed most materials and infrastructure from the garden lot. Only select garden beds remain on the site, which City staff agreed to in the hopes that an interested group will come forward before the 2023 growing season to continue to operate the site as a community garden.

To date no individuals or organization have come forward or expressed an interest in continuing the operation of the garden. Following the park renovations, if no such group comes forward or expresses an interest in operating the garden by the spring 2023 then

the garden will be dismantled and the area restored to its previous condition as open park space.

6.0 Financial Implications

There are no significant financial implications resulting from this Report. Costs to install regulatory signage at the P.P.C.G. will be covered in the 2022 Parks Operations Budget. Increased patrols of the P.P.C.G. by City security staff will have negligible financial impact.

The P.P.C.G. Committee will be responsible for any and all costs associated with operating the garden including soil tests, tools, water, compost/mulch, compost bins, fencing, storage, accessibility requirements, or plant material through donations, grants and/or in-kind services of their membership.

7.0 Relationship to the Oshawa Strategic Plan

This Report addresses the Oshawa Strategic Plan by responding to the goal “Social Equity” under the theme of “An Active, Healthy and Safe Community” by providing active use of public spaces, and the goal of “Environmental Responsibility” under the theme “Resilient Local Food System” by promoting and encouraging local agriculture through community gardening initiatives.



Mike Saulnier, Director,
Operations Services



Ron Diskey, Commissioner,
Community Services Department



Item: CS-22-12 Attachment 1

The Pepper and Berry Patch Community Garden



0 5 10 20 Meters

MALAGA RD

MALAGA RD

GLEN ST

South Patch
Garden

Cordova Valley Park

Item: CS-22-12 Attachment 2

South Patch Community Garden



0 20 40 80 Meters

Assumption of Risk and Release of Liability Waiver



This form must be read and signed by all members who wish to participate in the garden.

Growing Our Future – Community Garden Program

This document provides an understanding of the Member with respect to their voluntary participation in the Community Garden Program under the City of Oshawa's "[Growing Our Future - Community Garden Program](#)". Membership is subject to the Garden Constitution and terms of membership including rules and operating policies. By signing this waiver you are agreeing to abide by these terms and conditions and are also confirming that you have read and understand the Durham Region Health Departments guidelines for operating a [Community Garden during COVID-19](#) as may be amended from time to time and agree to abide by these guidelines and those established by the Garden Committee.

Element of Risk

This activity/ program may present various elements of risk. Accidents resulting from such activities may occur and cause injury. These accidents result from the nature of the activity and can occur without any fault on either the part of the City of Oshawa or its employees or agents. By choosing to participate in the activity, you are assuming the risk of an accident occurring. Participants MUST assume the risk associated with the activity.

Acknowledgement

I, _____ understand and accept the above and provide The City of Oshawa with the following waiver of liability.

This form may contain personal information as defined under the *Municipal Freedom of Information and Protection of Privacy Act*. This information is collected under the legal authority of the Municipal Act, 2001, S.O. 2001 c.25, as amended. This information will be used and maintained by the City of Oshawa for the purpose of participating in the "Growing Our Future – Community Garden Program. Questions regarding this collection may be directed to the City's Information Access and Privacy Officer, City of Oshawa, 50 Centre Street South, Oshawa, Ontario, L1H 3Z7, 905-436-3311.

OFN# 330-0

Assumption of Risk and Release of Liability Waiver



Release and Indemnification Agreement

I, _____ hereby release the City of Oshawa and its staff and agents from all liability for any injury sustained by me, regardless of how caused, resulting from my participation in Community Garden Program arranged through the City of Oshawa.

I have read the above and understand that in participating in the Community Garden, I am assuming the risks associated with doing so.

Signature of Participant _____ Date _____

This form may contain personal information as defined under the *Municipal Freedom of Information and Protection of Privacy Act*. This information is collected under the legal authority of the Municipal Act, 2001, S.O. 2001 c.25, as amended. This information will be used and maintained by the City of Oshawa for the purpose of participating in the “Growing Our Future – Community Garden Program. Questions regarding this collection may be directed to the City’s Information Access and Privacy Officer, City of Oshawa, 50 Centre Street South, Oshawa, Ontario, L1H 3Z7, 905-436-3311.

OFN# 330-0

Pepper Patch Community Garden Constitution

1. NAME

The Name of the Organization shall be **Pepper Patch Community Garden** (hereinafter called P.P.C.G.).

2. AIMS

Vision

Bonding the members of our neighbourhood.

Mission

Create a garden where people can gather and grow together.

Objectives

1. Build community relationships by encouraging local participation.
2. Promote good gardening practices.
3. Distribute produce to members and surplus to the community.
4. Maintain the gardens to be visually enjoyed by the downtown Oshawa community.

3. MEMBERSHIP

A member of P.P.C.G. (hereinafter called "Member") is a person who:

1. submits an application; and,
2. agrees with the P.P.C.G. Aims; and,
3. is willing to adhere to the P.P.C.G. Operating Policy; and,
4. actively participates according to their abilities; and,
5. is approved by the Board.

Recruitment of Members will be focused on downtown Oshawa residents.

The term of membership will be one year, commencing at March 1 each year.

4. INCLUSIVITY

The P.P.C.G. shall be an inclusive space that recognizes, responds to, and embraces the individual needs, abilities, and backgrounds of its membership.

The P.P.C.G. will not discriminate on the grounds of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political belief, marital status or age.

5. P.P.C.G. BOARD

The P.P.C.G. Board (hereinafter called the “Board”) is tasked with:

1. upholding the P.P.C.G. Constitution; and,
2. coordinating P.P.C.G. activities and functions; and,
3. ensuring compliance with City regulations; and,
4. dealing with opportunities and issues as they arise; and,
5. amending the P.P.C.G. Operating Policy as it deems necessary; and,
6. determining the physical locations of P.P.C.G. garden beds.

All issues that arise will be discussed openly and general consensus will be sought. If such consensus cannot be reached, then there will be a vote and the majority gets the decision, majority being 50%+1. If the number of votes cast on each side of an issue is equal, the chair of the meeting shall have an additional casting vote.

The Board will consist of no less than 5 and no more than 7 Members and shall include all Officers and may include Members at Large.

To hold a position on the Board, an individual must be a Member in good standing, active, and adhere to the P.P.C.G. Operating Policy.

In the event of a Board Member being unable or unwilling to perform his/her duties during the year, a replacement can be appointed by the Board until the next Annual General Meeting (hereinafter called “A.G.M.”).

6. OFFICERS

At an A.G.M., the Members shall elect, from among themselves, the following Officers who shall have the duties indicated:

Chair – overall executive coordination, including chairing both the Board meetings and the A.G.M., and liaison with the City of Oshawa.

Financial Coordinator – maintain financial accounts.

Admin Coordinator – record, distribute, and maintain minutes and correspondence and keep records of all Members.

Garden Coordinator – provide technical assistance and direction to garden members, work with volunteers, and provide orientation to new members.

Members may elect additional Officers at the A.G.M., as they deem appropriate.

To hold an Office, a person must be a Member in good standing, active, and adhering to the P.P.C.G. Operating Policy.

A person may hold more than one Office.

7. ANNUAL GENERAL MEETING

The A.G.M. will take place once a year at a time between November 1 and February 28. The location will be determined by the Board.

The City of Oshawa shall be entitled to have two representatives attend.

All Members and the City of Oshawa, Parks Operations will be notified in writing (electronically or by paper) at least 3 weeks before the date of the meeting providing the venue, date, and time.

Nominations for the Board may be made to the Admin Coordinator before the meeting, or at the meeting.

The term of every elected person shall run from the date of the A.G.M. to the next A.G.M.

Each Member is entitled to one vote.

The agenda for the A.G.M. shall include:

1. a report of the work of the P.P.C.G. from the previous year; and,
2. the financial accounts of the P.P.C.G. for the previous year; and,
3. the election of Officers and any Members of the Board who are not Officers for the following year; and,
4. any other business deemed necessary by the Board or requested by any Member to the Admin Coordinator at least 14 days prior to the A.G.M.

Minutes of the A.G.M. will be made available to all members, as requested, and forwarded to the City of Oshawa.

8. FINANCES

An account shall be maintained on behalf of the P.P.C.G. at a bank designated by the Board. Three cheque signatories will be appointed by the Board (one to be the Financial Coordinator). The signatories must not be related nor members of the same household.

All payments will be signed by two of the signatories.

Records of income and expenditures will be maintained by the Financial Coordinator and a Financial Statement given at the A.G.M. In addition, records will be made available to the Board or the City of Oshawa, when requested.

All money raised by or on behalf of the P.P.C.G. is only to be used to further the Aims of the P.P.C.G., as specified in Section 2 of this constitution.

9. AMENDMENTS TO THE CONSTITUTION

Amendments to the constitution may only be made at the A.G.M. or another meeting of Members called for that purpose.

Any proposal to amend the constitution must be given to the Admin Coordinator in writing. The proposal must then be circulated with the Notice of Meeting.

To be enacted, any proposal to amend the constitution will require a two-thirds majority of those voting.

10. DISSOLUTION

If it is decided by the Board that it is necessary to close down the P.P.C.G., a meeting of Members shall be called.

If the Members vote by simple majority to dissolve the P.P.C.G., all remaining money and other assets, once outstanding debts have been paid, will be donated to a local charitable organization, preferably an organization promoting food security. The organization will be designated at the meeting which votes the dissolution.

Pepper Patch Community Garden Operating Policy

Operating Principles

- P.P.C.G. practices true communal gardening, with all members taking care of the whole garden and benefitting from a reasonable share of the produce.
- P.P.C.G. uses only organic gardening practices.
- P.P.C.G. does not discriminate on any prohibited grounds.

Membership Rights

- Provide input on our garden operation through the Board.
- Participate in, and vote at, the Annual General Meeting.
- Harvest a reasonable share of harvestable produce.
- Be informed of and share in garden opportunities.
- Be given a full garden orientation upon first becoming a member.

Membership Responsibilities

- Provide current contact information to the Admin Coordinator including, if possible, a phone number and email address.
- Provide written agreement to the Operating Policy; renewing agreement, as requested, each season.
- Participate in opening the garden at the start of the season and closing the garden at the end of the season.
- Volunteer at least the equivalent of 4 hours per month.
- Take reasonable direction from the Garden Coordinator as to tasks undertaken.
- Consult with the Garden Coordinator before undertaking unusual tasks.
- Assist in keeping the garden tidy and remove all personal garbage from the garden.
- Supervise children and guests brought to the garden site.
- Refrain from the use of chemical pesticides/fertilizers.
- Refrain from any illegal activity in the garden.
- Prohibited plants such as illegal plants, invasive species, and noxious weeds are not to be planted.
- Enter the garden only during daylight hours.
- Public washrooms are not available on site – members must plan accordingly.
- Properly clean and care for shared garden equipment.
- Refrain from bringing pets into the garden.
- Harvest only what is reasonable (factors may include amount of produce available, being respectful to other Members, frequency of harvesting).
- Participate, as able, in fund-raising activities promoted by the Board.
- Promote the garden as a source of food and pride for our neighbourhood.

- Not do anything or communicate anything likely to damage the reputation of the garden.
- Take further direction as voted upon by the Board or at an Annual General Meeting.

Respect Check

All P.P.C.G. members shall adhere to the City of Oshawa Respect Check code of conduct policy. The policy 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 will guide how these behaviours will be addressed when/if they occur in the P.P.C.G. or associated with P.P.C.G.

Conflict Resolution

All issues that arise will be discussed openly and general consensus will be sought. If such consensus cannot be reached, then there will be a vote and the majority gets the decision, majority being 50%+1. If the number of votes cast on each side of an issue is equal, the chair of the meeting shall have an additional casting vote.

Acknowledgments

Membership in the P.P.C.G. is voluntary. Gardening operations must always consider potential impacts to the adjacent land users and community. Members and their guests will use the garden at their own risk and will not hold the P.P.C.G. Board and the City of Oshawa liable in the event of injury, damages or losses as a result of participation in the P.P.C.G., and must sign an Assumption of Risk and Release of Liability Waiver. The City of Oshawa makes no representation or warranties with respect to the condition of the land from either an environmental, agricultural, or nutritional perspective. Membership in the garden is contingent on the acceptance of these terms.

Community Services Committee – February 14, 2022

Response to correspondence from Durham College requesting the termination of the licence agreement between the Oshawa PUC Networks Inc. and Oshawa Downtown BIA concerning pole wraps (Ward 4)

That the Community Services Committee recommend to City Council:

Whereas a licence agreement between the Oshawa PUC Networks Inc. (OPUC) and Oshawa Downtown BIA, appended as Attachment 1, was signed and dated September 16, 2019, (the “Agreement”); and,

Whereas the licence agreement was a pilot agreement in 2019; and,

Whereas the agreement was for the two parties to establish the use of OPUC poles for pole wrapping; and,

Whereas the pole wrappings were to be part of a branding campaign for Durham College; and,

Whereas the Oshawa Downtown BIA is dissolved and the City has assumed the responsibilities of the Oshawa Downtown BIA; and,

Whereas the President of Durham College has provided correspondence advising that they no longer support the pole wrap branding campaign; and,

Whereas the CEO of Oshawa PUC Networks Inc. has been advised and agrees that the agreement will be terminated; and,

Therefore, pursuant to CS-22-13, be it resolved that the agreement dated September 16, 2019 between the Oshawa PUC Networks Inc. and the Oshawa Downtown BIA be terminated.

AGREEMENT

For

Use of Hydro Poles for Pole Wrapping

By

Oshawa PUC Networks Inc.

And

Oshawa Downtown BIA

(VALID FOR PILOT PROJECT ONLY)

DATE OF ISSUE: August (30) 2019

LICENSED ATTACHMENT CHARGE AGREEMENT

THIS AGREEMENT made the 16th day of September, 2019 (the "Effective Date").

BETWEEN:

Oshawa PUC Networks Inc.

(hereinafter the "Owner")

OF THE FIRST PART

AND:

[Oshawa Downtown BIA]

(hereinafter "BIA")

OF THE SECOND PART

ARTICLE V –

Whereas the Owner and BIA desire to establish Wrapped Poles of the Owner's hydro poles;

Now therefore, in consideration of the terms and conditions herein contained, the Parties hereto covenant, promise and agree as follows:

ARTICLE 1 – DEFINITIONS

The terms defined in this Article for the purposes of this Agreement shall have the following meanings unless the context expressly or by necessary implication otherwise requires.

- 1.1 “Affiliate” means an affiliated body corporate as defined in the Business Corporations Act (Ontario), R.S.O. 1990, c. B.16 and the regulations thereunder, as amended from time to time;
- 1.2 “Affix”, “Affixed” and “Affixing” means to fasten the material, apparatus, equipment or facilities of the Owner or BIA to poles or other equipment of the other Party.
- 1.3 “Anchorage” means and includes all the physical components and their association, one with the other, used for anchoring the pole.
- 1.4 “Approval” or “Approved” means the permission granted by the Owner to the Attacher for the Attacher to Affix its Attachments, as specified in the Permit, to poles or other equipment of the Owner.
- 1.5 “Attacher” means the Party who will be approved for affixing pole wrap to a Hydro Pole belonging to the Owner.
- 1.6 “Attachment” means an Oshawa Power approved Anti-Stick Wrap.
- 1.7 “Authorized Worker” means a worker who has been given formal permission by the Owner and Employer and is competent to perform work in proximity to exposed energized apparatus.
- 1.8 “BIA” means the Oshawa Downtown Business Improvement Area.
- 1.9 “Change in Character of Circuits” means any change made in the circuit or circuits on Hydro Poles, which, in general, will increase substantially either communication circuit susceptibility or power line influence.
- 1.10 “Charged” means Isolated but not De-energized, containing stored energy. Electrical equipment not physically connected to a source of energy may still be charged through induction or capacitance.
- 1.11 “Clearance” means the clear height of either power or communication systems, including conductors and other related equipment, above grade.
- 1.12 “Common Pole Crossing” means the crossing of supply conductors over communication conductors, which is affected by attaching the supply conductors and the communication conductors to the same pole.
- 1.13 “Competent Person” means a person who

- a) is qualified because of knowledge, training and experience to perform specific work, or organize work and its performance;
 - b) is familiar with the provisions of the Occupational Health And Safety Act and the Regulations that apply to the work; and
 - c) has knowledge of any potential or actual danger to health or safety in the Workplace.
 - d) has been approved by the Owner and has been subjected to safety orientation at the Owner's discretion.
- 1.14 "Conditions of Service" communicates operating practices, connection policies, and types and levels of service available to customers in the Owner's territory.
- 1.15 "Confidential Information" means the terms of this Agreement and non-public information in whatever form which is proprietary or confidential to Owner or BIA or their clients or third parties to whom either Owner or BIA owe a duty of confidentiality, whether such information is or has been conveyed to the Owner or BIA orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussions or other investigations by the Owner or BIA, including, without limitation (in respect of either Owner or BIA):
- a) information concerning the management and business of either Party; files maintained by either Party; information concerning the business relationships and affairs of either Party and either Party's clients; information concerning the internal policies and procedures followed by either Party's personnel; information concerning the formulation of investment strategies and policies by either Party;
 - b) displays, designs, procedures, formulas, discoveries, inventions, trade secrets, codes, improvements, concepts and ideas, past, present and future research development, business activities, products or services; software, software documentation, methodologies, reports and tools; and
 - c) information identified by either Party as confidential upon its disclosure to the other.
- In no event shall the absence of a mark or legend indicating confidentiality relieve either Party of the obligation to treat as confidential, information which would be considered by a person exercising reasonable business judgement.
- 1.16 "Construction Verification Program" means the standards and requirements for conducting inspections and the qualifications of persons conducting inspections as set out in Ontario Regulation 22/04 and this Agreement.
- 1.17 "Customer" shall mean a residential or commercial customer of either Party.
- 1.18 "De-Energized" means where electrical energy has been discharged through a mechanically secure connection to an effective ground potential.

- 1.19 "Dispute Resolution" means the dispute escalation and referral mechanism, described in Article 9.
- 1.20 "Dynamically Alive" means connected (that is, not isolated) to a source of energy such that as an electrical generator, storage battery, or other source of electrical energy.
- 1.21 "Effective Date" means the date upon which this Agreement begins in force.
- 1.22 "Emergency Situation" means a situation that poses an imminent danger or threat to public safety or public welfare.
- 1.23 "Employer" means a person who employs or contracts the services of one or more workers.
- 1.24 "End of Term Date" means the date upon which this Agreement terminates and includes any new "End of Term Date" created as per the terms of this Agreement.
- 1.25 "Energized" means capable of delivering energy by reason of being Dynamically Alive or Charged.
- 1.26 "ESA" means the Electrical Safety Authority of Ontario (ESA).
- 1.27 "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America.
- 1.28 "Governing Body in Ontario" means the persons in Ontario legally responsible for the administration of the subject matter in question and shall include municipalities or equivalent authorities having jurisdiction over highways or other public places, acting under legislative authority to carry out duties in maintaining and improving public highways or other public places.
- 1.29 "Guy Pole" means a separate pole, used to carry the strain of dead-ending or line deflection to ground.
- 1.30 "High Voltage Conductors" means Owner conductors operating at a voltage in excess of 750 volts.
- 1.31 "In-span" means a position between poles, at least one of which is owned by the Owner.
- 1.32 "Isolated" means separated from all sources of dynamic energy.

- 1.33 "Line Clearing" means the provision of adequate clearance from tree interference for all circuits supported by Hydro Poles and includes items such as underbrush control, tree removals, cabling or guying of trees, pruning or trimming, treatment of cuts and disposal of debris.
- 1.34 "Owner" means the Party having Ownership of a Hydro Pole.
- 1.35 "Party" means the Owner or BIA and "Parties" means both the Owner and BIA.
- 1.36 "Permit," means the authorization for the adding, materially changing or removal of an Attacher's Attachments to the Owner's pole(s).
- 1.37 "Power Line Carrier" means the use of existing electricity wire infrastructure to carry voice and data signals simultaneously by transmitting high frequency data signals through the electric power lines.
- 1.38 "Power Space" means a vertical space at the top of the pole within which electrical power attachments are made.
- 1.39 "Rearranging" or "Rearrangement" means the removal of Attachments from one position on a pole and the placing of the same Attachments in another position on the same pole.
- 1.40 "Residual Value" of poles refers to payments made by the Hydro Pole Attacher to the Hydro Pole Owner to compensate the Owner for the remaining value of the existing pole which is being changed.
- 1.41 "Road Authority" means any controlling authority for roads or highway such as the responsible department within a municipality, township, county or province, or the federal government.
- 1.42 "Separation" means the vertical or horizontal distance between power and communication systems including conductors and other related equipment.
- 1.43 "Service Pole" means a pole that only has an attachment of a Service Drop or only a Service Wire.
- 1.44 "Service Wire" is an overhead electrical line <750V running from a utility pole, to a customer's building or other premises. It is the point where electric utilities provide power to their customers.
- 1.45 "Standard or Standards" means Canadian Standards Association Standard C22.3, the most current version "Overhead Systems"; Ontario Occupational Health and Safety Act, R.S.O. 1990, c.O.1; Part II of Canada Labour Code, R.S. 1985, c.L-2; the Ontario Electrical Safety Code; Electrical & Utilities Safety Rules and Safe Practices; Ontario Regulation 22-04 or any other applicable regulation and any successor legislation and standards; and the Owner's Standards, together with any amendments thereto from time to time, it being understood that changes to the Owner's Standards are to be made at the

sole discretion of the Owner, subject to notification in writing to the Attacher by the Owner.

- 1.46 “Telecommunication” or “Communication” means the transmission of voice, data, video or information of any kind by electromagnetic or optical signals.
- 1.47 “Third Party Attachments” means the equipment, apparatus, wires, cables and so forth for the purposes of distribution of electricity or the provision of telecommunication services by a third party which is Affixed to a Hydro Pole or other equipment of a Party.
- 1.48 “Transferring” means the removal of Attachments from one pole and the placing of the same Attachments on another pole.
- 1.49 “Use” means Hydro Poles that are anticipated to be, or are wrapped.
- 1.50 “Wireless Transmitters” means stand-alone transmitters and/or receivers which use electromagnetic waves (rather than some form of wire or fibre optic cable) to carry voice, data, video or signals over part or all of the communication path.
- 1.51 “Workplace” means any land, premises, location or thing at, upon, in or near which a worker works.
- 1.52 “Wrapped Pole(s)” means a Hydro owned Pole, which supports, or is intended to support, the Attachments of both Parties to a maximum height of 9 feet from grade level.

ARTICLE 2 – TERRITORY

- 2.1 This Agreement shall cover the Affixing and maintaining of the Attachments to the poles of the Owner within the area of Oshawa Ontario.

ARTICLE 3 – FEES

- 3.1 The BIA shall pay to the Owner within 30 days of the acceptance of the application and execution of this agreement a fee as defined in 3.2 below. This Payment is subject to review annually upon review of the term of this agreement.
- 3.2 The Attachment Fee, per pole, for The BIA to occupy Owner poles each year during the term of this Agreement shall be \$ 50 subject to section 3.3
- 3.3 Owner retains exclusive advertising rights on bottom 6” of pole wrap for the duration of the pilot project.
- 3.4 The BIA is obligated to track any requested Attachment changes by Permits during a given year to confirm the Owner’s annual Attachment count contained in the Annual Statement of Fees. Any dispute on the numbers shall be settled between the BIA and the Owner, and failing resolution, Dispute Resolution shall be applied, with all adjustments (if any) reflected on the following year’s statement of fees.

- 3.5 All invoices rendered by the Owner pursuant to this Article that are outstanding for longer than 45 days upon receipt will be subject to interest charged at a rate of fifteen percent (15%) per annum. The interest shall run from the due date of payment of the invoice, until the date the payment should be received by the Owner, in the ordinary course of post, following mailing of the payment.

ARTICLE 4 – TERM AND TERMINATION OF AGREEMENT

- 4.1 The Term of this Agreement is 12 months, subject to annual renewal.
- 4.2 If, within 12 months after any End of Term Date, the Parties have not agreed on terms and conditions for a renewed Agreement, either Party may invoke the Dispute Resolution process set out herein.
- 4.3 At any time during the first term, the Parties, by mutual consent, may open the Agreement for renegotiation.

ARTICLE 5 – TERMINATION OF APPROVAL

- 5.1 The Approval granted by each Permit Approved by the Owner pursuant to the provisions of this Agreement shall remain in full force from the date of the Approval until the earliest of:
- the End of Term Date; or
 - the date on which the Attachment associated with the Approved Permit is removed by the BIA or the Owner; or
 - the date upon which the BIA materially defaults on any of its obligations or fails to commence to correct the default on its obligations under this Agreement; or
 - the pole designated by such Permit is abandoned by the Owner.
- 5.2 If the Owner intends to sell a pole designated by an Approved Permit to a third party, the Owner will use every commercially reasonable effort to secure the agreement of the purchaser that the Attachments be allowed to continue to be Affixed to the pole and the purchaser be bound to assume all of the Owner's obligations hereunder.
- 5.3 The Parties agree that obligations flowing from this Agreement, or a Permit Approved pursuant to this Agreement, will continue beyond the date of termination of the Agreement or Approved Permit, until the obligations are satisfied in full. All of the remedies to enforce outstanding obligations under this Agreement, including Article 9 regarding Dispute Resolution, shall survive termination of this Agreement or an Approved Permit.

ARTICLE 6 – EXISTING RIGHTS OF OTHER PARTIES

- 6.1 Nothing herein contained shall prevent or limit the right of the Owner from granting to others, not party to this Agreement, the right to occupy its poles.
- 6.2 If the Owner has granted permission to others, not parties to this Agreement, to use any poles owned by the Owner, whether said poles are covered by this Agreement or not, then nothing herein contained shall be construed as affecting such permission nor shall the rights of the BIA be compromised. The Owner shall have the right to continue and extend such existing permission. The BIA agrees that existing rights of third parties are in no way diminished by this Agreement. The BIA and Attacher shall treat Third Party Attachments to the pole with the same duty of care as is required by the Agreement between the BIA and Owner, and will respect the rights and privileges of third parties.

ARTICLE 7 – NOTICES

- 7.1 Unless otherwise provided herein, any notice or other communication under this Agreement to a Party shall be given or served by hand, by registered mail, postage prepaid, email, by same day or overnight courier, or by facsimile transmission (fax) addressed as follows:

TO: Owner

Attn: Engineering Management

Address: 100 Simcoe Street South, Oshawa, ON L1H 7M7

Tel. no:(905) 723-4626

Fax no:(905) 723-7947

Email: jointuse@opuc.on.ca

TO: Oshawa Downtown BIA

Attn: Amanda MacDonald

Address: 21 Simcoe St S

Tel. no: 905-576-7606

Email: Amanda@downtownoshawa.ca

- 7.2 Any notice sent by ordinary mail shall be deemed to have been given or served on the fifth day after it is deposited in any post office in Canada. In the event that mail delivery is impeded for any reason, notice shall be given by email or by fax, and any notice so given shall be deemed to have been given on the day following the day it is sent. Any notice or other communication to a Party may also be served in person by delivering

same to a responsible person in the offices of the Party at the above address. Either Party may change its address for service at any time by notice in writing to the other.

- 7.3 The BIA is responsible for ensuring that the Attacher provide the required notice to ESA (if applicable for pole wrapping) and to notify the Owner of all incidents and accidents with respect to its actions that may affect public electrical safety as defined in Regulation 22/04.

ARTICLE 8 – ASSIGNMENT

- 8.1 Except as otherwise provided in this Agreement, neither Party hereto shall assign or otherwise dispose of this Agreement, or any of its rights or interests hereunder, or in any of the Wrapped Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation, or individual, without the written consent of the other Party, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, either Party may assign this Agreement to any of its Affiliates without the consent of the other Party, provided that the assignee shall be sufficiently capitalized to perform the obligations so assigned. Nothing herein contained shall prevent or limit the right of either Party to make a general mortgage in the usual form or any sale of any or all of its property, rights, privileges and franchises or a lease transfer or assignment of any of them to an affiliated company or subsidiary or to enter into any merger or consolidation, and, in the case of the foreclosure of such mortgage or sale under power of sale contained herein, or in the case of such lease, transfer, assignment, merger or consolidation, its rights and obligations hereunder shall pass to and be acquired and assumed by the mortgagee on foreclosure or the purchaser at such sale, or the transferee, lessee, assignee or the merged or consolidated company, as the case may be. This Agreement and the privileges and obligations herein shall endure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

ARTICLE 9 – DISPUTE RESOLUTION

- 9.1 The Owner and the BIA agree to attempt to resolve disputes arising under this Agreement in an expedient manner. Where possible, the Owner and the BIA shall endeavour to resolve any disputes between themselves, at the level at which the dispute arose. If the dispute cannot be so resolved, the Owner and the BIA agree that either Party may refer the matter to higher management.
- 9.2 If any Approval is refused or termination is invoked by the Owner and the matter is not resolved at the level at which the issue arose, the BIA may appeal that decision to the Owner's Vice President of Engineering and Operations.
- 9.3 For all disputes and issues other than the refusal or termination of an Approval, if the matter is not resolved at the level at which the issue arose, the complainants may bring a complaint to the attention of the other Party's Vice-President of Engineering and Operations (in the case of Owner) or The Sitting Board Chair (in the case of BIA). The

appeal or complaint shall be heard and decided within thirty (30) days of receiving written notice of the appeal or complaint.

- 9.4 If any dispute or controversy shall occur between the Parties relating to the interpretation or implementation of any of the provisions of this agreement and such dispute cannot be resolved pursuant to paragraphs 9.1, 9.2 and 9.3, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the Parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Durham Region, upon the application of any of the said Parties and a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Durham Region shall be entitled to act as such arbitrator, if he so desires. The arbitration shall be held in the City of Oshawa. The procedure to be followed shall be agreed by the Parties or, in default of agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitrations Act (Ontario). The arbitrator shall have the power to proceed with the arbitration and to deliver his award notwithstanding the default by any Party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board of arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

ARTICLE 10 – INTERPRETATION

- 10.1 The terms of this Agreement shall be governed by the laws of the Province of Ontario and Canada, as applicable. In the event that any court or arbitration tribunal declares any portion of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.
- 10.2 Nothing in this Agreement or its performance shall create a partnership, tenancy or agency relationship between the Parties, each of which is the independent operator of its facilities.

ARTICLE 11 – ENTIRE AGREEMENT

- 11.1 This Agreement, as of its Effective Date, is the entire Agreement between the Parties and supersedes and replaces any prior verbal or written agreement between the Owner and BIA relating to the Attachments on the Owner's poles. Any Permit granted Approval and outstanding under any prior agreement shall, notwithstanding anything contained in such prior agreement, remain in force and effect as if such Permit had been Approved pursuant to this Agreement on the express condition that the BIA satisfies all of the terms of this Agreement.

ARTICLE 12 – HEADINGS

- 12.1 The division of this Agreement into Articles and sections, and the headings of those Articles, are for convenience of reference only and shall not affect the interpretation of this Agreement.

ARTICLE 13 – LEGISLATIVE REFERENCES

- 13.1 Any references in this Agreement to any statute, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

ARTICLE 14 – WAIVER

- 14.1 The failure of any Party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any rights under this Agreement, and the Party shall be at liberty to enforce such terms and conditions at any time thereafter.

ARTICLE 15 – OWNER RIGHTS

- 15.1 Owner retains the sole and exclusive right to terminate the agreement at any time during the term.
- 15.2 Owner reserves the right to approve Attachers, and Attachers must attend a Safety Orientation at the Owner's office prior to any installation of pole wraps.
- 15.3 Owner reserves the right to inspect all poles after wrapping has been completed.
- 15.4 Owner requires the wrap application on wooden poles to avoid any type of screw that will physically penetrate the hydro pole. If the Attacher cannot use alternative, less invasive methods, the Owner must approve 'screw use' on a pole by pole basis prior to application.

ARTICLE 16 – BIA RESPONSIBILITIES

- 16.1 BIA is responsible to ensure compliance with all regional and municipal approvals and provide proof of said compliance to the Owner before the wrap is installed.
- 16.2 BIA is responsible for removing the wrap from any pole upon 7 days' notice from the Owner. Upon notice from the Owner, the BIA may re-wrap the pole at their expense.
- 16.3 BIA is responsible to ensure the Attacher removes and relocates the Owner's pole number to a location above the installed wrap on poles that are being wrapped.

ARTICLE 17 - REMOVAL, REPLACEMENT OR RELOCATION OF POLES OR ATTACHMENTS

- 17.1 Nothing in this Agreement shall be considered as a restriction upon the right of either Party to remove at any time any of its Attachments from Joint Use Poles.
- 17.2 If the Owner desires, or is required, to discontinue the use of a Joint Use Pole, the Owner shall give the BIA notice in writing of the cancellation of the Joint Use.
- 17.3 The BIA may at any time abandon the use of a Joint Use Pole by removing all its Attachments, and by giving due notice thereof in writing to the Owner.
- 17.4 The BIA agrees that, if at any time the Owner deems it necessary or is required to remove, replace or change the location of any pole designated by a Permit to which Attachments are Affixed, whether the change or removal be on a temporary or permanent basis, the Owner shall notify the BIA of the requirement to remove or relocate its Attachments, whereupon the BIA, at the time specified in the notice shall, at the cost and expense of the BIA, remove its Attachments from that pole. The BIA acknowledges that in certain situations the Owner may remove a pole and not replace it, so that there would no longer be a pole upon which to Affix the Attachments. In such a situation, the Approval associated with the applicable Permit would cease. The Owner will endeavour to give the BIA at least sixty (60) days prior written notice of any such removal, replacement, extension, or change in location of a pole, but in case of emergency, as reasonably defined by the Owner, the Owner may give shorter notice as the Owner deems expedient or the notice may be given verbally. In Emergency Situations as time is of the essence, the Owner may remove or abandon the Attachments and the BIA is responsible for the reasonable costs of the Owner in so removing the Attachments.
- 17.5 If the BIA fails to comply with a written notice given pursuant to this Article within 90 days, then the Owner, unless notified by the BIA with regard to an alternative method of compliance acceptable to the Owner, shall be entitled to a delayed removal charge of \$100.00 per pole, per month, after the 90 days, or as mutually agreed upon by the Parties. The BIA will hold the Owner harmless with respect to any liability arising from the delay.
- 17.6 Where, at the time an Approval is granted, the presence of the existing Attachments requires the Owner, in the discretion of the Owner, to perform Make-ready Work to accommodate the new Attachment, the BIA shall pay to the Owner the cost of such relocation or modification.
- 17.7 In the event that the Owner is subject to any penalty by a Governing Body in Ontario due to the late removal by the BIA of its Attachments, then in addition to the delayed removal charges as stipulated in this Article, the BIA shall pay to the Owner a sum equal to any penalty incurred by the Owner and caused by the BIA and any costs related to the payment of the penalty.
- 17.8 Whenever either Party is intending to expand an existing system revise their existing plant or to extend their services, such as for new subdivisions, notice shall be given to the

other Party stating the location of such new work. The Parties agree to discuss o whether or not Joint Use will be desirable.

- 17.9 Whenever there is a change in operating voltage or physical conditions affecting system Separation, the Party making the change shall notify the other Party in writing to this effect.
- 17.10 Where the Owner must perform work on the pole, and the work causes damage to the wrap, the Owner will not be responsible for the BIA's costs of replacing the damaged wrap. Where the BIA undertakes any work surrounding the wrap, including maintenance and application, that causes damage to the pole, the BIA will be responsible for the cost associated with replacing or repairing the pole.


ARTICLE 18 - INSPECTION

- 18.1 Final inspection of the poles will be carried out by the Owner to ensure the installation has been carried out by the Attacher as proposed and the integrity of the asset has not been compromised.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day and year first above written.

For Owner (signature):

I have the authority to bind the corporation



Signature

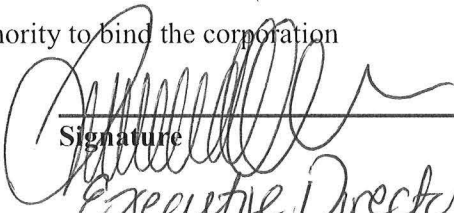
W STREEKER VP ENG & OPS
Name, Title

Date

SEPT 16 / 19

For BIA (signature):

I have the authority to bind the corporation



Signature

Executive Director
Name, Title

Date

Sept 16 / 2019

Schedule A

Wooden Pole Application Process

1. Clear wood pole of debris before installation.
2. Assess wood pole for guards and grounding wires and exclude them from the installation process. Guard/Grounding should remain accessible at all times.
3. Drilling in to the poles should be avoided, steel bands should be used instead to hold the attachment.
4. The anti-stick wrap will be applied by an authorized attacher as per the procedure approved by the Owner.
5. All pole numbers and street signs are to be moved by the attacher.

Concrete Pole Application Process

1. Clear concrete pole of debris before installation.
2. Assess concrete pole for guards and grounding wires and exclude them from the installation process. Guard/Grounding should remain accessible at all times.
3. The anti-stick wrap will be applied by an authorized attacher as per the procedure approved by the Owner.
4. All pole numbers and street signs are to be moved by the attacher.

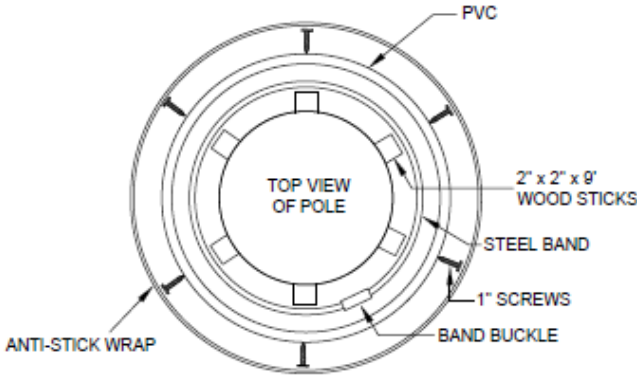
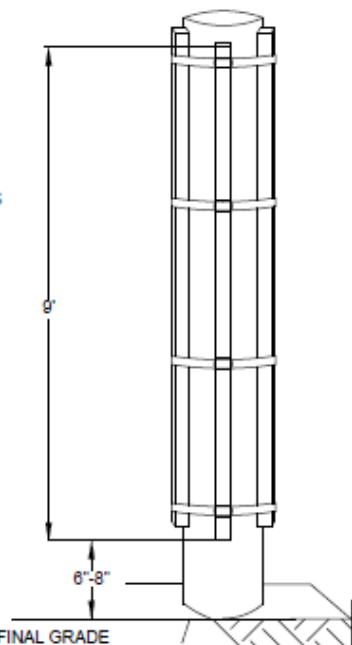
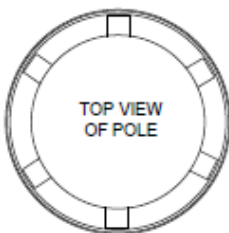

SCHEDULE A

Pole Numbers

1	Street	Pole Number	Pole Type	Pole Circumference in inches	Shape of Pole	Number of Straps on Pole	Miscellaneous Items on Pole		
2	Bruce	05369	Wood	38 1/2	Circular	0	N/A		
3	Bruce	05368	Wood	40	Circular	0	SIGN,PIPE,POWER BOX		
4	Bruce	05367	Wood	39	Circular	0	SIGN,PIPE		
5	Bruce	05366	Wood	40	Circular	0	SIGN		
6	Bruce	05365	Wood	40	Circular	0	3 SIGNS		
7	Albert	5147	Cement	47	Circular	10 STRAPS	2 SIGS, PIPE		
8	Albert	05148	Cement	46 1/2	Circular	8 STRAPS	3 SIGNS		
9	Albert	5149	Cement	45	Circular	8 STRAPS	2 SIGNS/2 POWER BOXES/STREET CAM/3 POLES		
10	Celina	05152	Cement	37	Circular	2 STRAPS	1 SIGN		
11	Celina	05151	Cement	35 1/2	Circular	13 STRAPS	3 SIGNS AND WIRE PIPE		
12	Celina	05150	Cement	37	Circular	0	N/A		
13	King	05595	Cement	37	Circular	7 STRAPS	4 SIGNS		
14	King	05596	Cement	37	Circular	5 STRAPS	1 SIGN		
15	King	05597	Cement	39	Circular	8 STRAPS	3 SIGNS		
16	King	05598	Cement	37	Circular	4 STRAPS	2 SIGNS		
17	King	05591	Cement	37 1/2	Circular	4 STRAPS	2 SIGNS		
18	King	05592	Cement	37 1/2	Circular	6 STRAPS	3 SIGNS		
19	King	05593	Cement	38	Circular	8 STRAPS	2 SIGNS		
20	King	05594	Cement	37 1/2	Circular	2 STRAPS	N/A		
21	Bond	05575	Wood	48 1/2	Circular	0	2 SIGNS, 2 POWER BOXES		
22	Bond	12939	Wood	46	Circular	0	2 POLES		
23	Bond	05573	Wood	47	Circular	0	2 SIGNS		
24	Bond	05572	Wood	40 1/2	Circular	0	1 SIGN		
25	Bond	05571	Wood	40	Circular	0	2 SIGNS		
26	Bond	05568	Wood	48	Circular	0	3 POLES		

Schedule B

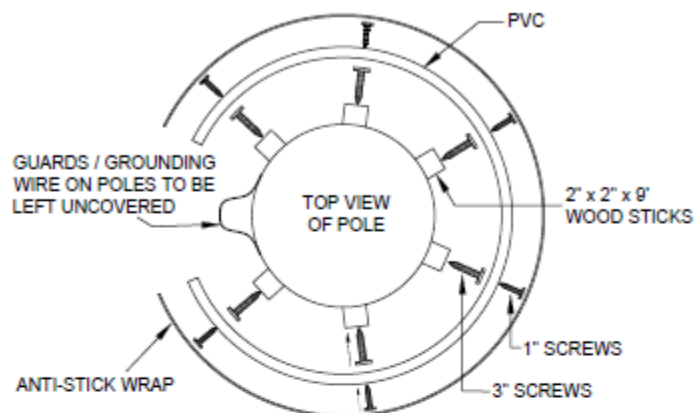
Wooden Pole Application Process

OSHAWA PUC NETWORKS INC. DISTRIBUTION STANDARDS INSTALLATION OF POLE WRAPS WOODEN POLES CONTAINING NO GUARDS		POLE WRAPS														
<u>INSTALLATION</u>																
																
<u>COMPLETED</u>																
																
<p>*SUPPLIER TO HAVE FINAL INSTALLATION PROCESS APPROVED BY OPUC.</p> <p>*INSTALLATION OF POLE WRAPS MUST ONLY BE PERFORMED BY AUTHORIZED INSTALLERS.</p>																
<u>INSTALLATION PROCESS:</u> <ol style="list-style-type: none"> 1. CLEAR WOOD POLE OF DEBRIS BEFORE INSTALLATION. 2. ASSESS WOOD POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS. 3. BAND TREATED WOOD STICKS AROUND THE CIRCUMFERENCE OF THE POLE EQUALING 2 INCHES IN DEPTH x 2 INCHES IN WIDTH AND A HEIGHT OF 9' USING STEEL BANDS. 4. PVC MATERIAL EQUAL TO THE CIRCUMFERENCE OF THE POLE AND HEIGHT OF THE WOODEN STICKS WILL BE SCREWED INTO EACH OF THE WOOD STICKS AROUND THE POLE USING DECK SCREWS OF 1" IN LENGTH. 5. ONCE THE PVC IS APPLIED AROUND THE ENTIRE POLE AND TO THE HEIGHT OF 9', THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER. 6. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE. 7. ALL POLE NUMBERS AND STREET SIGNS ARE TO BE MOVED BY THE INSTALLER. 																
<div style="display: flex; align-items: center;">  <div> <p style="margin: 0;">DRAWN: AY</p> <p style="margin: 0;">DATE: AUGUST 14, 2019</p> </div> <div style="margin-left: 20px;"> <p style="margin: 0;">CKD:</p> <p style="margin: 0;">SCALE: NTS</p> </div> <div style="margin-left: 20px;"> <p style="margin: 0;">APP:</p> <p style="margin: 0;">REV: 1</p> </div> </div>		<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th colspan="2">CONVERSION TABLE</th> </tr> <tr> <th>METRIC</th> <th>IMPERIAL (APPROX.)</th> </tr> </thead> <tbody> <tr> <td>2.54cm</td> <td>1"</td> </tr> <tr> <td>5.08cm</td> <td>2"</td> </tr> <tr> <td>15.24cm</td> <td>6"</td> </tr> <tr> <td>20.32cm</td> <td>8"</td> </tr> <tr> <td>2.74m</td> <td>9'</td> </tr> </tbody> </table>	CONVERSION TABLE		METRIC	IMPERIAL (APPROX.)	2.54cm	1"	5.08cm	2"	15.24cm	6"	20.32cm	8"	2.74m	9'
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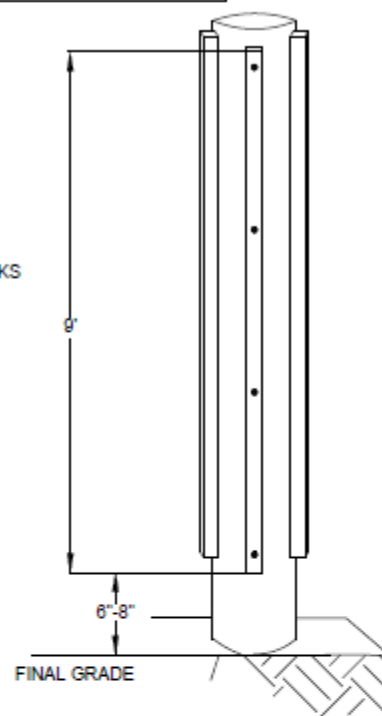
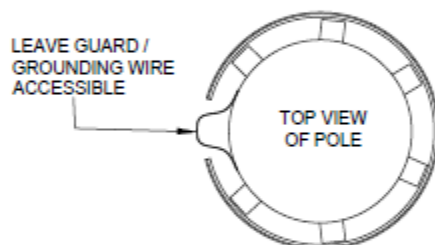
OSHAWA PUC NETWORKS INC. DISTRIBUTION STANDARDS
INSTALLATION GUIDE OF POLE WRAPS
WOODEN POLES CONTAINING ONE GUARD / GROUNDING WIRE

POLE WRAPS

INSTALLATION



COMPLETED



*SUPPLIER TO HAVE FINAL INSTALLATION PROCESS APPROVED BY OPUC.

*INSTALLATION OF POLE WRAPS MUST ONLY BE PERFORMED BY AUTHORIZED INSTALLERS.

***CAUTION: ALL CONDUCTORS WITHIN GUARDS ARE LIVE AND MUST BE HANDLED CAREFULLY TO REDUCE ANY RISK**

INSTALLATION PROCESS:

1. CLEAR WOOD POLE OF DEBRIS BEFORE INSTALLATION.
2. ASSESS WOOD POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS.
3. SCREW IN 4-6 PRESSURE TREATED WOOD STICKS AROUND THE CIRCUMFERENCE OF THE POLE EQUALING 2 INCHES IN DEPTH x 2 INCHES IN WIDTH AND A HEIGHT OF 9'.
4. DECK SCREWS WILL BE 3" IN LENGTH FOR THE APPLICATION OF THE PRESSURE TREATED WOOD STICKS ONTO THE POLE.
5. PVC MATERIAL EQUAL TO THE CIRCUMFERENCE OF THE POLE AND HEIGHT OF THE WOODEN STICKS WILL BE SCREWED INTO EACH OF THE WOOD STICKS AROUND THE POLE USING DECK SCREWS OF 1" IN LENGTH.
6. ONCE THE PVC IS APPLIED AROUND THE ENTIRE POLE AND TO THE HEIGHT OF 9', THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER.
7. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE.
8. ALL POLE NUMBERS AND STREET SIGNS ARE TO BE MOVED BY THE INSTALLER.

CONVERSION TABLE	
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2.54cm	1"
5.08cm	2"
7.62cm	3"
15.24cm	6"
20.32cm	8"
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DRAWN: AY

CKD:

APP:

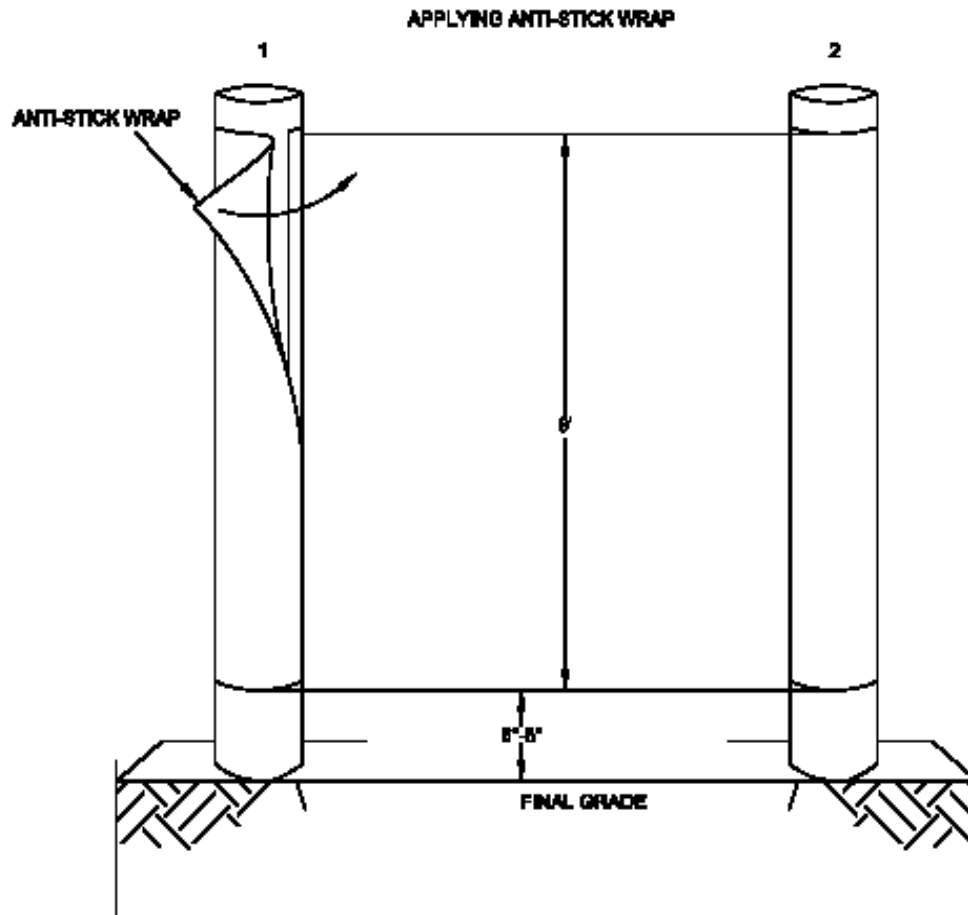
DATE: AUGUST 14, 2019

SCALE: NTS

REV: 1

OSHAWA PUC NETWORKS INC. DISTRIBUTION STANDARDS
INSTALLATION OF POLE WRAPS
CONCRETE POLES CONTAINING NO GUARDS

POLE WRAPS



INSTALLATION PROCESS:

1. CLEAR CONCRETE POLE OF DEBRIS BEFORE INSTALLATION.
2. ASSESS CONCRETE POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS.
3. THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER.
4. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE.
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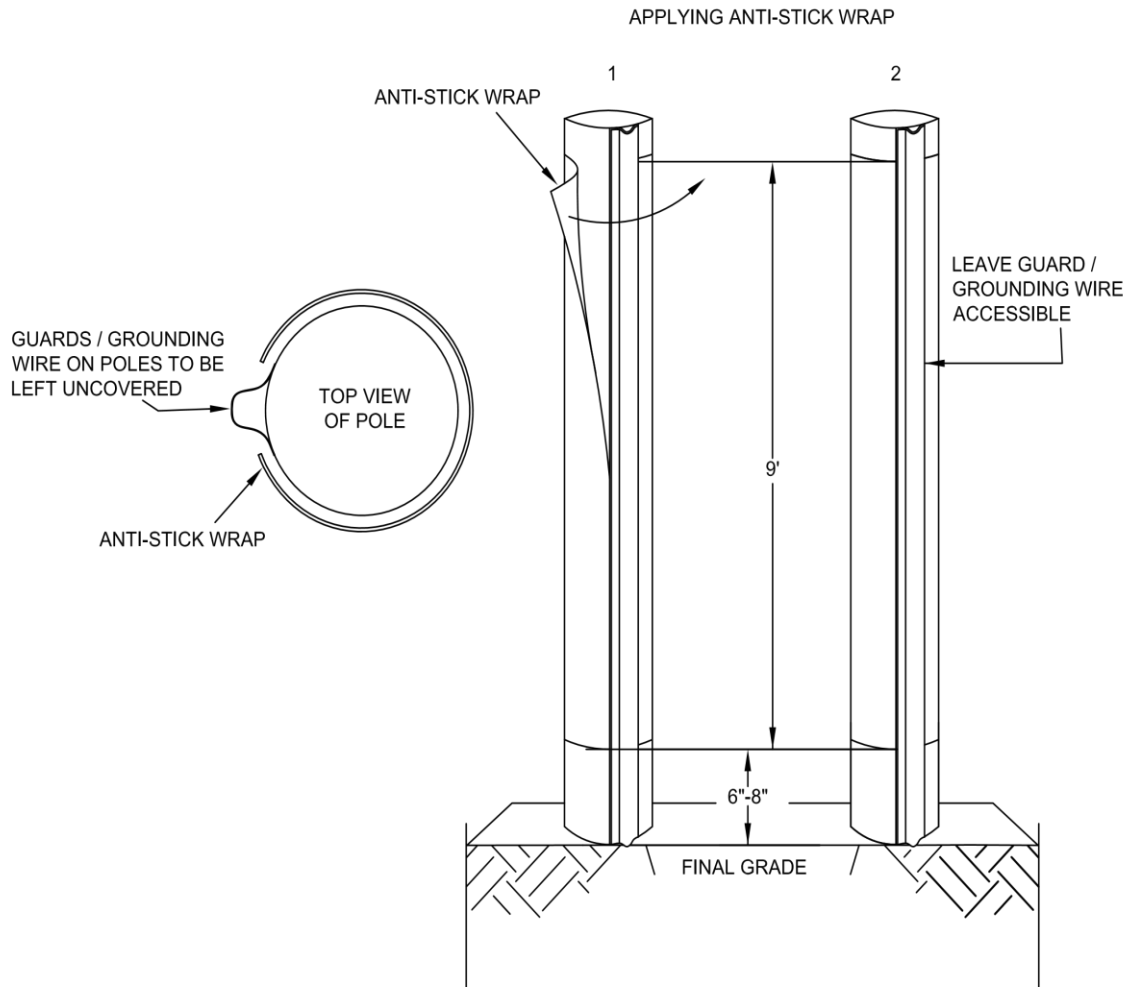
CONVERSION TABLE	
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15.24cm	6"
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DRAWN: AY	CHKD:	APP:	
DATE: AUGUST 14, 2018	SCALE: NTS	REV: 1	

OSHAWA PUC NETWORKS INC. DISTRIBUTION STANDARDS
 INSTALLATION OF POLE WRAPS
 CONCRETE POLES CONTAINING ONE GUARD / GROUNDING WIRE

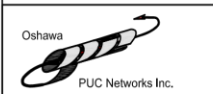
POLE WRAPS



INSTALLATION PROCESS:

1. CLEAR CONCRETE POLE OF DEBRIS BEFORE INSTALLATION.
2. ASSESS CONCRETE POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS.
3. THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER AROUND ANY GUARD/GROUNDING WIRE TO KEEP THE EQUIPMENT ACCESSIBLE
4. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE.
5. ALL POLE NUMBERS AND STREET SIGNS ARE TO BE MOVED BY THE INSTALLER.

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DRAWN: AY	CKD:	APP:
DATE: AUGUST 14, 2019	SCALE: NTS	REV: 1

To: Community Services Committee

From: Ron Diskey, Commissioner,
Community Services Department

Report Number: CS-22-15

Date of Report: February 9, 2022

Date of Meeting: February 14, 2022

Subject: Request to Remove Mural at 32-40 King Street East

Ward: Ward 4

File: 03-05

1.0 Purpose

On November 8, 2021, City staff received a request from the property owner of 32-40 King Street East to remove the City commissioned mural currently affixed to the west side of the building. The size of the mural is 59 feet x 11 feet.

The property owner has indicated that the mural is covering a window in the building that faces onto Ontario Street and as a result has presented a challenge in securing a lease for the space.

The purpose of this Report is to recommend to the Community Services Committee that the mural at 32-40 King Street East be removed.

Attachment 1 is a copy of an email dated November 8, 2021 from Nikeeb Sameem requesting the City consent to the removal of the mural.

Attachment 2 is a photograph of the mural “On the Lake (The Argyle)”.

2.0 Recommendation

That the Community Services Committee recommend to City Council:

1. That, pursuant to Report CS-22-15 dated February 9, 2022 City staff be authorized to remove and dispose of the mural entitled “On the Lake (The Argyle)” which is located on the west exterior wall of the property located at 32-40 King Street East

2. That, pursuant to Report CS-22-15 dated February 9, 2022, the Mayor on behalf of Council be authorized to write a letter to the family of the artist and include a print of the macquette of the mural painted by the artist.

3.0 Executive Summary

Not applicable.

4.0 Input From Other Sources

The following have been consulted in the preparation of this Report:

- Public Art Task Force
- Property Owner of 32-14 King Street East
- Economic Development Services
- Clerk Services

5.0 Analysis

5.1 Background

The mural located at 32-40 King Street East is a work entitled “On the Lake (The Argyle)” by Ross Beard and was painted in 1995 as commissioned by the City of Oshawa. The mural was last reviewed in 2016 and at that time was assessed in good condition with the “colours generally vibrant, some fading in the upper-third portion, some rough areas of the patina.” The colours have faded since its last review, and the mural currently has graffiti on it. Restoration work has been undertaken twice, in 2012 and 2015.

City records of an agreement with the Building Owner/Sponsor, and an agreement with the Artist/Donor could not be located. Any agreements entered into at the time of this commissioning would have been led by the Downtown Action Committee. Records regarding the Downtown Action Committee are incomplete.

On November 8, 2021, the property owner at 32-40 King Street East contacted Planning Services with a request to remove the mural (see Attachment 1). The rationale for the request included both issues with renting the unit facing onto Ontario Street as the mural is covering an exterior window in the building and planned future investments by the property owner to enhance the building’s exterior.

5.2 Consultation with Public Art Task Force

At the June 25, 2018 City Council meeting, Report CS-18-51 was approved, thus adopting the Public Art Master Plan. Section 2.2 of the Public Art Master Plan outlines the responsibilities of the Public Art Task Force, which includes assisting with decision-making on accepting and removing Public Artworks. As such, the request from the property owner to remove the mural for the purposes of property enhancements was taken to the Public

Art Task Force at the November 17, 2021 meeting. The Public Art Task Force ultimately endorsed the removal of the mural with the following comments:

- Records indicate that the artist, Mr. Beard, died in 2019. The Public Art Task Force suggested that City staff contact the artist's family to offer a print of the macquette of the mural painted by the artist.
- That a letter from the Mayor accompany the print acknowledging the significance of the work in the Oshawa context.

5.3 Life Expectancy of a Mural

Section 7.3.2 of the Public Art Master Plan provides information regarding the life expectancy of a mural. Many Public Art programs consider murals temporary, with a lifetime of approximately 10 to 20 years. Murals are more vulnerable to weather damage, infrastructural changes or evolution in urban planning than other forms of Public Art since they often cannot be relocated or easily removed. Relocation and restoration of this mural would cost between \$66,000 and \$99,000. Staff are recommending that this mural not be relocated to another site and be disposed of.

6.0 Financial Implications

The financial implications related to this report would include the cost of removing the mural, which is currently estimated at \$4,500 as well as the cost of the print for the family, which is currently estimated at \$500. These costs can be absorbed within the Arts and Culture Reserve Fund.

7.0 Relationship to the Oshawa Strategic Plan

The recommendation advances the Accountable Leadership, Cultural Vitality and Economic Prosperity and Financial Stewardship goals of the 2020-2023 Oshawa Strategic Plan.



Jim Naumovski Director,
Recreation and Culture Services



Ron Diskey, Commissioner,
Community Services Department

From: [Planning](#)
To: [David Sappleton](#)
Subject: FW: 32-40 King street east Oshawa
Date: Tuesday, November 9, 2021 8:17:02 AM



Planning Services | City of Oshawa
905-436-3853 | 1-800-667-4292
planning@oshawa.ca | www.oshawa.ca
"Dedicated to serving our community."



From: Nikeeb Sameem [REDACTED]
Sent: Monday, November 8, 2021 7:04 PM
To: Planning <Planning@oshawa.ca>
Subject: Re: 32-40 King street east Oshawa

Hi there,

I am the owner of 32-40 King St.

There is a worn painting on the side of my building and it is detracting tenants from renting the corner unit for the last decade. I am planning on making a major investment to improve the cosmetic appearance of the building and am planning on removing the painting.

Does the City have grants for this type of work?

Thank you

--

Sincerely,

Nikeeb Sameem, MSc., P.Eng

Salesperson

Century 21 Innovative Realty Inc.

Cell [REDACTED]

Office [REDACTED]

fax [REDACTED]



To: Community Services Committee

From: Ron Diskey, Commissioner,
Community Services Department

Report Number: CS-22-16

Date of Report: February 9, 2022

Date of Meeting: February 14, 2022

Subject: Community Centennial Public Feedback Update

Ward: All Wards

File: 03-05

1.0 Purpose

The purpose of this report is to provide the findings of the Public Consultation seeking input into how the community can best celebrate the City of Oshawa's 100th year as a City in 2024.

Attachment 1 - Results of the Community Centennial Public Consultation Process

2.0 Recommendation

That the Community Services Committee recommend to City Council:

that report CS-22-16, dated February 9, 2022, concerning the Community Centennial public feedback update be received for information.

3.0 Executive Summary

N/A

4.0 Input From Other Sources

The following were consulted in the preparation of this report:

- Recreation and Culture Services
- Corporate Communications
- Community Centennial Committee

5.0 Analysis

5.1 Public Consultation Process

On June 9, 2021, staff reported to the Community Services Committee through [CS-21-65](#) that the Community Centennial Committee's Community Engagement sub-committee would be seeking community feedback related to Centennial plans and activities.

Staff undertook a four-week public consultation process beginning on Wednesday October 20, 2021 and concluding on Wednesday November 17, 2021 to engage community members and to gain feedback from Oshawa residents and businesses on how the community can best celebrate the City's Centennial.

The consultation process was comprised of various engagement initiatives that included the use of Connect Oshawa (www.connectoshawa.ca), the City's online engagement platform. Engagement opportunities included:

- Community members were invited to provide their feedback by visiting Connect Oshawa (www.connectoshawa.ca/100anniversary) to complete an online feedback form.
- Community members who preferred to complete the feedback form on paper were asked to call Service Oshawa at 905-436-3311 during regular business hours.

The public consultation was promoted to the community and stakeholders through various mediums, including media materials, social media, as well as print and digital promotional material.

5.1.1 Findings

In total, 172 submissions were received from Connect Oshawa.

Respondents were asked what ward they live in/is your business/property located in. The results were:

- 29 respondents from Ward 1
- 24 respondents from Ward 2
- 22 respondents from Ward 3
- 44 respondents from Ward 4
- 23 from Ward 5
- 7 respondents did not know
- 22 respondents skipped the question

Respondents were asked what key initiatives should be the focus of City staff and the Community Centennial Committee.

The top three priorities were:

- Creating a legacy project (e.g. new park, new facility, green-space)
- Hosting events/celebrations/festivals
- Highlighting Oshawa's history and significant milestones

63% of respondents said that they would like to see a new signature event created for the centennial celebration.

The top three signature events that most interested respondents were, in order:

- Family-friendly (e.g. street festival)
- Culinary (e.g. farmer's markets, restaurant specials)
- Musical and theatre (e.g. concerts, performances)

43% of respondents said that there was an existing City of Oshawa event they would like to see enhanced to celebrate the centennial anniversary. 42% were unsure or didn't know. The three most popular events for enhancement were:

- Summer in the City
- Canada Day
- Bright and Merry Market

Before completing the survey, the majority of respondents (56%) reported being unaware that Oshawa is celebrating its Centennial anniversary in 2024.

5.2 Sponsorship Sub-Committee Update

The Sponsorship sub-committee was convened in October 2021. The role of this sub-committee is to look at potential donation and sponsorship opportunities. The Community Partnerships Manager is a co-chair of this sub-committee and is a key staff resource.

To date, City staff have presented information on the City's sponsorship strategy. The sub-committee is brainstorming potential sponsors as well as researching available provincial and federal grants. The Community Partnerships Manager has begun outreach to existing sponsors as well as new sponsors by way of a welcome letter from the Mayor's office. Additionally, once the program of events and initiatives have been finalized, a formal sponsorship package will be prepared for the sponsorship sub-committee for solicitation.

5.3 Next Steps

In 2022, the CCC will review all feedback and ideas received from the community via the various engagement tools utilized by the Community Engagement sub-committee and other consultation processes. The CCC will prioritize events, public art projects and other initiatives and finalize a high-level program of initiatives. Where appropriate, the City of Oshawa will seek out partners to deliver on initiatives. Additionally, it is anticipated that the City would apply to eligible provincial and federal grants and explore any sponsorship opportunities between the years 2022 and 2023. In 2022, the CCC along with other partners, organizations and groups will begin event planning and development with the intent to deliver the program of initiatives in 2024.

Staff intend to report back to Council on Legacy projects with input from the Community Partnerships Manager and the CCC.

6.0 Financial Implications

There are no financial implications to this Report.

7.0 Relationship to the Oshawa Strategic Plan

This report addresses the Oshawa Strategic Plan by responding to the goal of “Cultural Vitality” and “Social Equity” and the related themes to “enrich our community through culture” and “enrich our community through diversity”, as well as “Accountable Leadership”, specifically the theme of “Deliberate Community Engagement”.

This report addresses Culture Counts, Oshawa’s Arts, Culture & Heritage Plan by responding to the goal: “Build a Strong, Vital and Connected Arts, Culture and Heritage Sector” through the strategy “Conserve and Celebrate Oshawa’s Rich History and Heritage”.



Jim Naumovski, Director,
Recreation and Culture Services



Ron Diskey, Commissioner,
Community Services Department

Community Centennial: Feedback Form Results

Staff engaged the public to gather the unique perspectives of Oshawa residents and businesses on how the community can best celebrate Oshawa's milestone centennial anniversary.

Feedback Form Findings

Members of the public were engaged through the use of an online feedback form, which was also made available as a paper form, which was available for a four-week period.

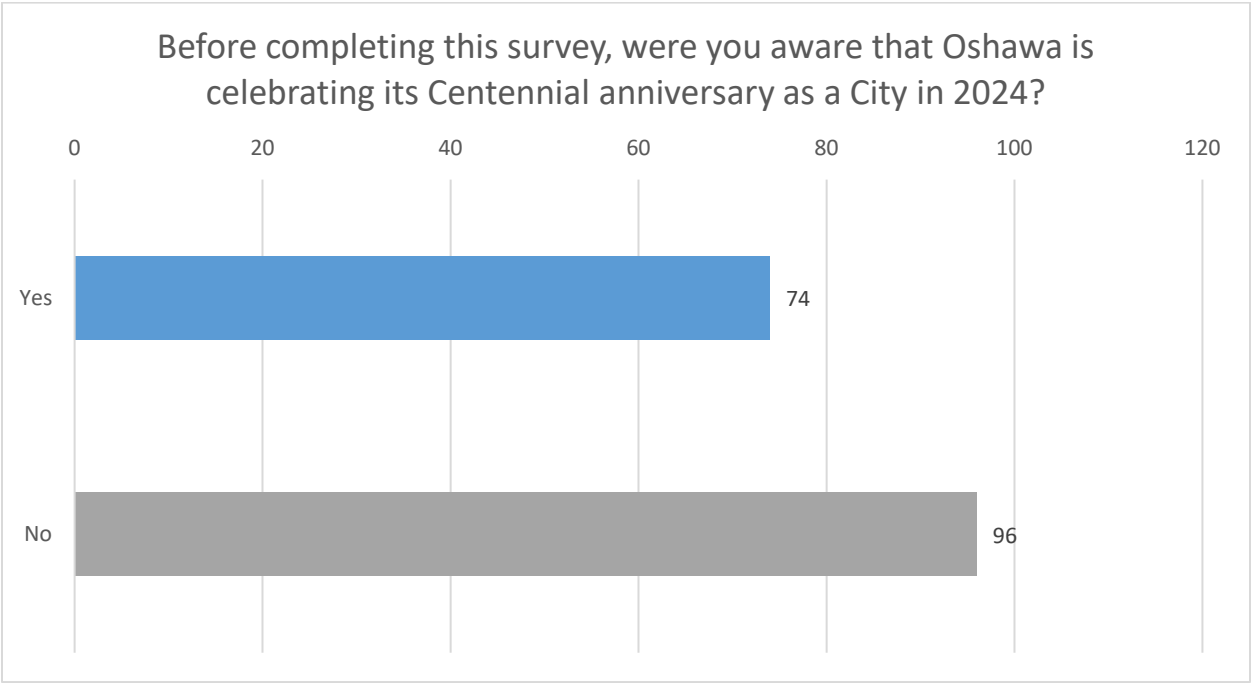
Note: Percentages referenced are approximate and have been rounded to the nearest whole number.

The following are the key findings that were gathered:

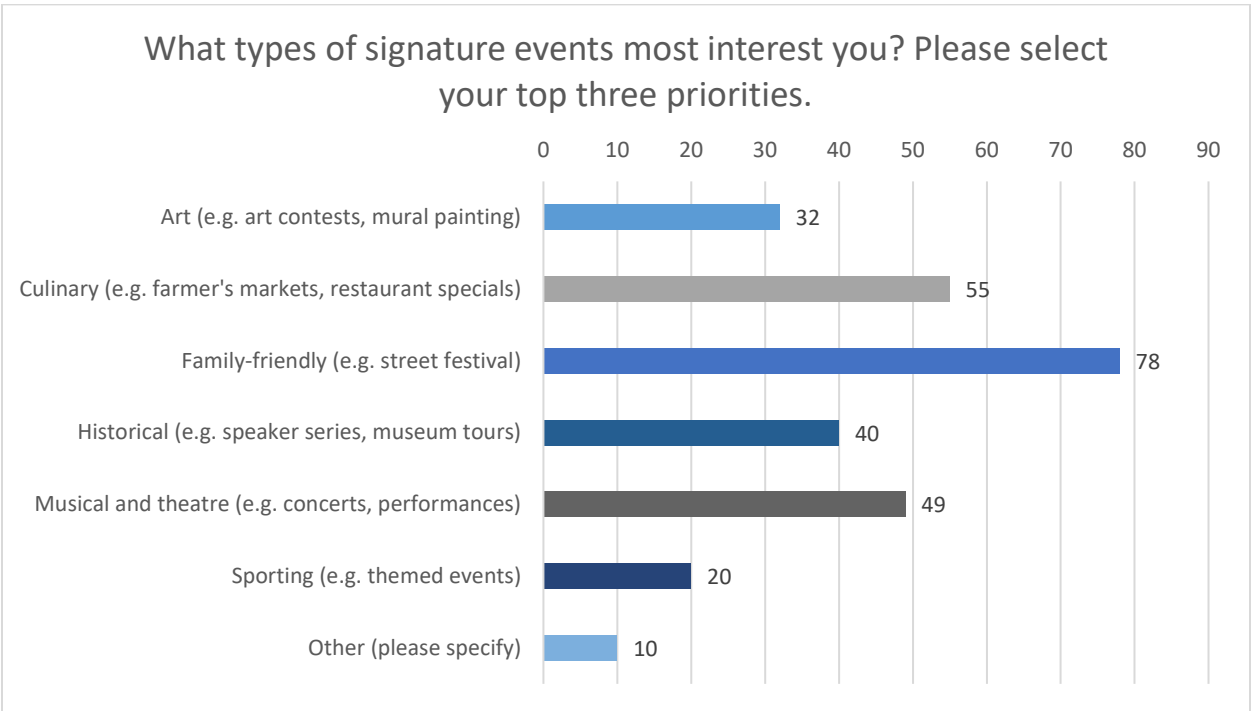
- 172 submissions were received from Connect Oshawa.
- Approximately 87% of respondents reported being an Oshawa resident and/or Oshawa business/property owner.
- The majority of respondents (56%) reported being unaware that Oshawa is celebrating its Centennial anniversary in 2024.
- The three key initiatives respondents felt should be the focus of City staff and the Community Centennial Committee were (respondents were asked to select their top three priorities):
 - Creating a legacy project (e.g. new park, new facility, green-space) (112 votes)
 - Hosting events/celebrations/festivals (106 votes)
 - Highlighting Oshawa's history and significant milestones (80 vote)
- 22 comments were received regarding key initiatives.
- 63% of respondents said they would like to see a new signature event created for the centennial celebration. 27% were unsure or had no preference.
- The three types of signature events most interesting to respondents (respondents were asked to select their top three priorities) were:
 - Family-friendly (e.g. street festival) (78 votes)
 - Culinary (e.g. farmer's markets, restaurant specials) (55 votes)
 - Musical and theatre (e.g. concerts, performances) (49 votes)
- 10 comments were received regarding signature events.

- 43% of respondents said that there was an existing City of Oshawa event they would like to see enhanced to celebrate the centennial anniversary. 42% were unsure or didn't know.
- The three most popular events for enhancement (respondents were asked to select their top three priorities) were:
 - Summer in the City (51 votes)
 - Canada Day (44 votes)
 - Bright and Merry Market (37 votes)
- We received 55 comments regarding enhanced events.
- 70% of respondents were unsure if there was a significant milestone in Oshawa's history that should be highlighted during the centennial anniversary. 22% of respondents said 'yes'.
- Submissions were received in all age categories, with the largest representation from those age 35-44 (29%), 25-34 (23%), and 55-64 (16%).
- Respondents represented all Wards, with the greatest representation from Ward 4 (26%), Ward 1 (17%), and Ward 2 (14%).

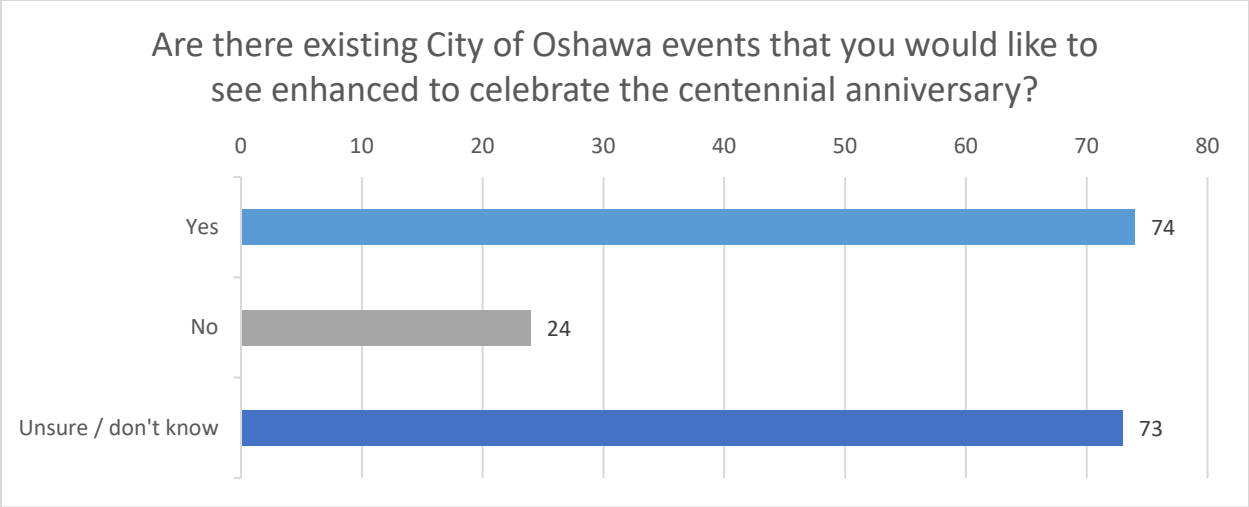
Feedback Form Responses: General Public
Sample size: 172



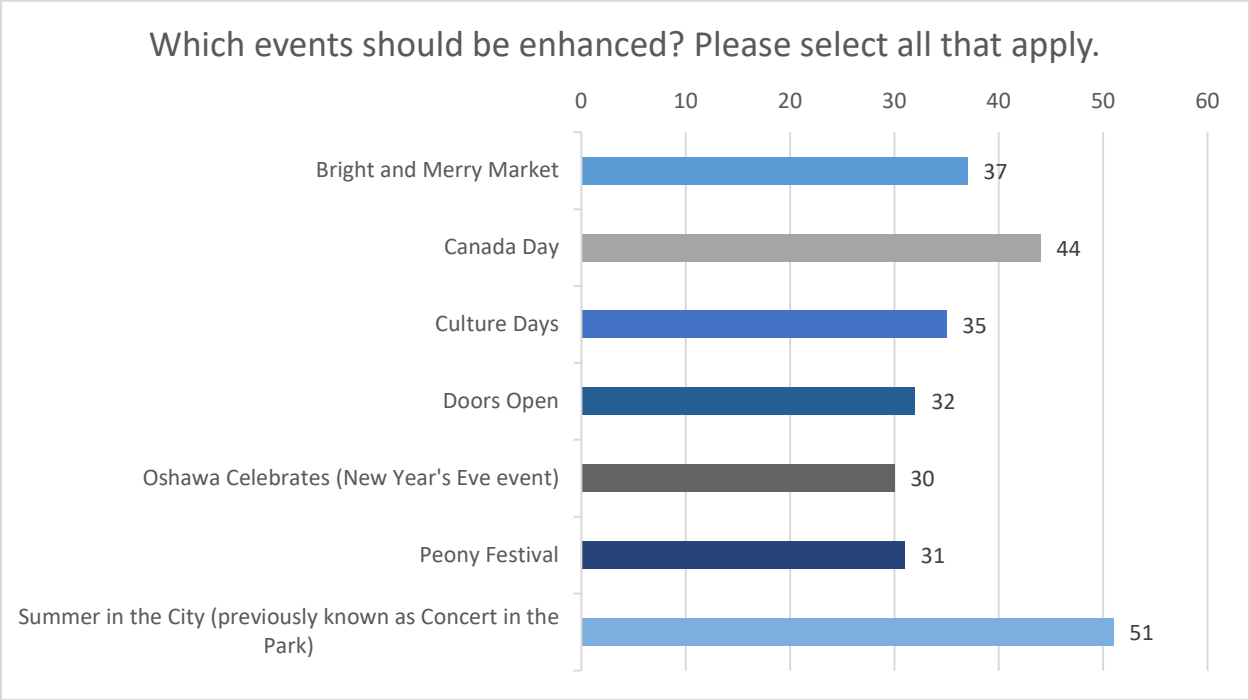
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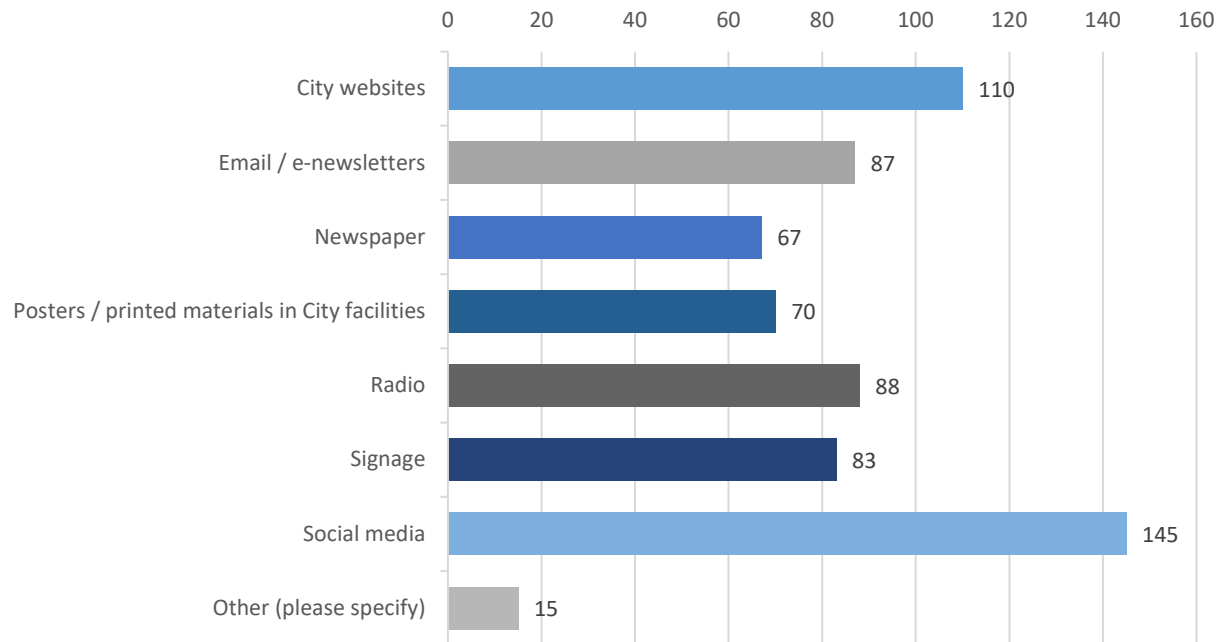


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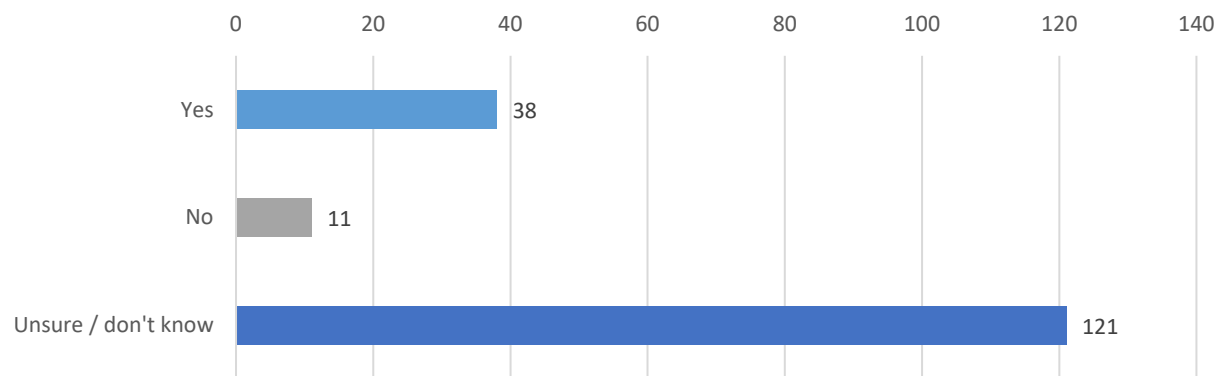
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What is the best way for the Community Centennial Committee to share information about events and initiatives related to the City's centennial celebrations? Select all that apply.

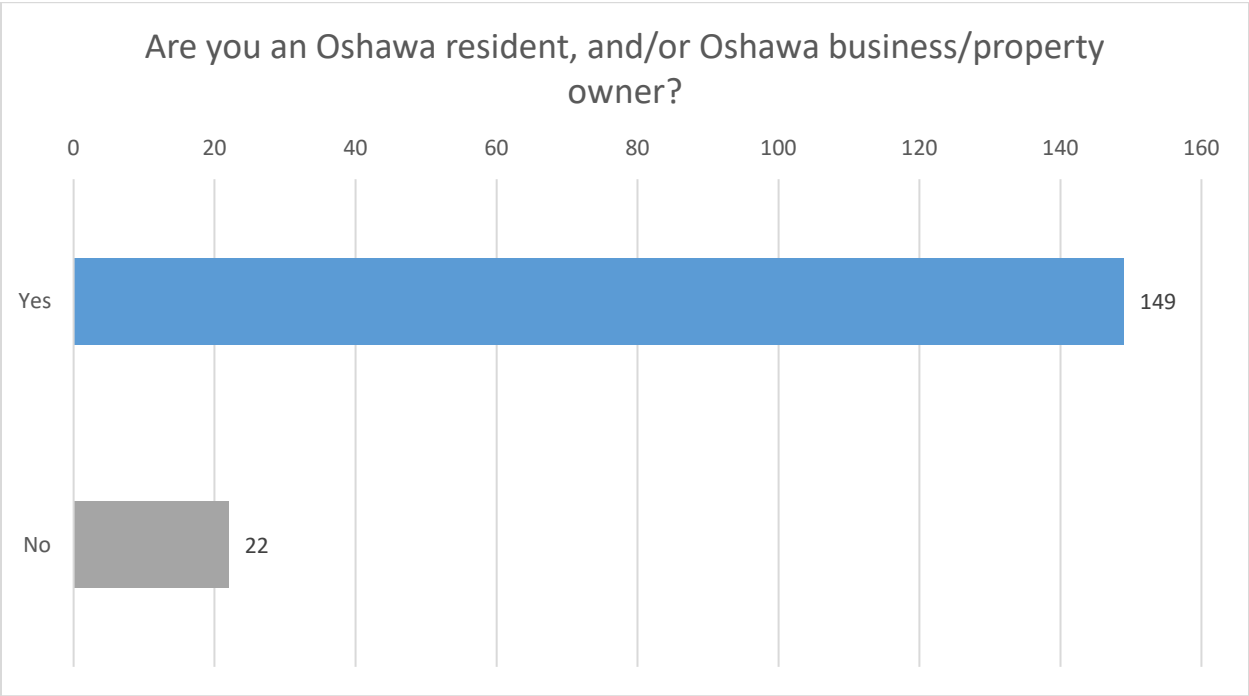
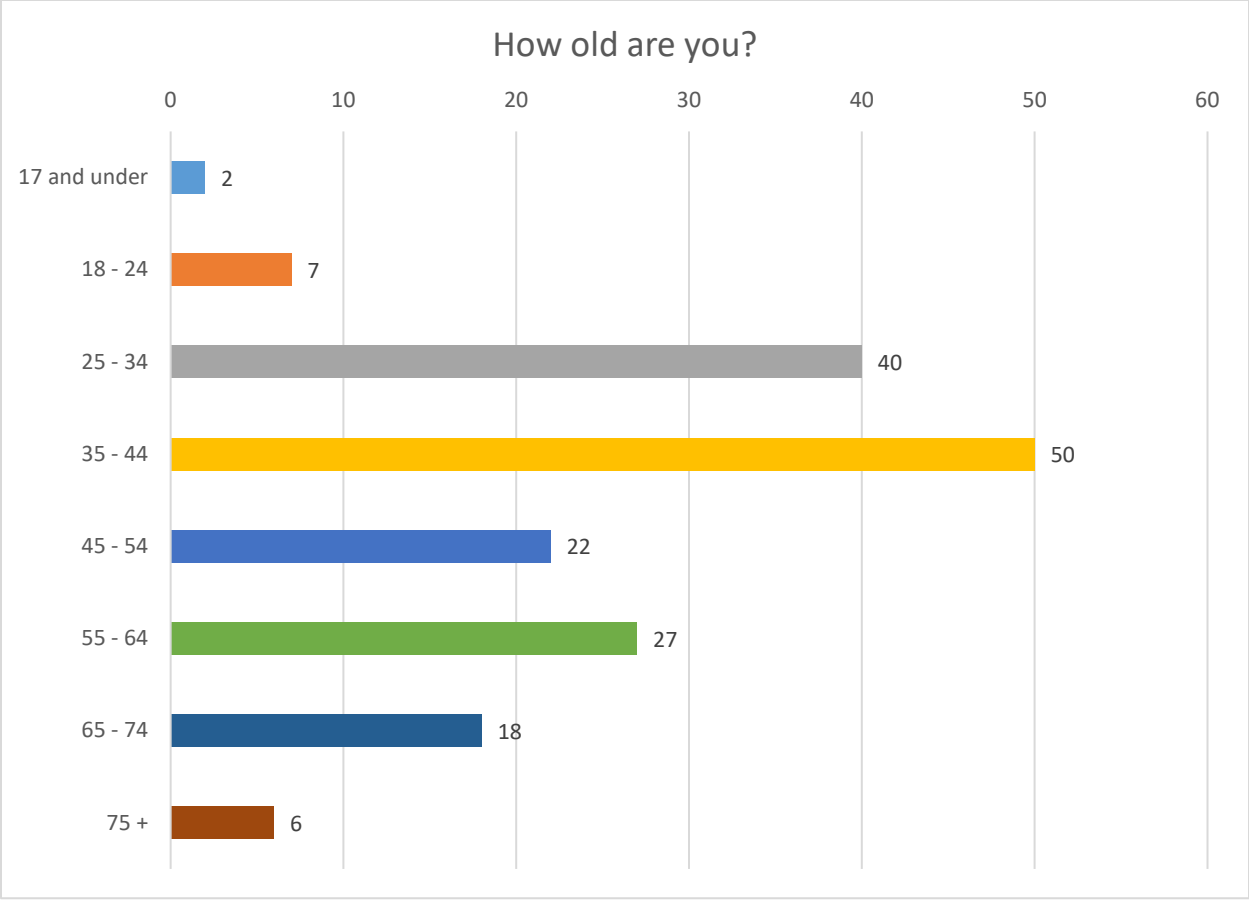


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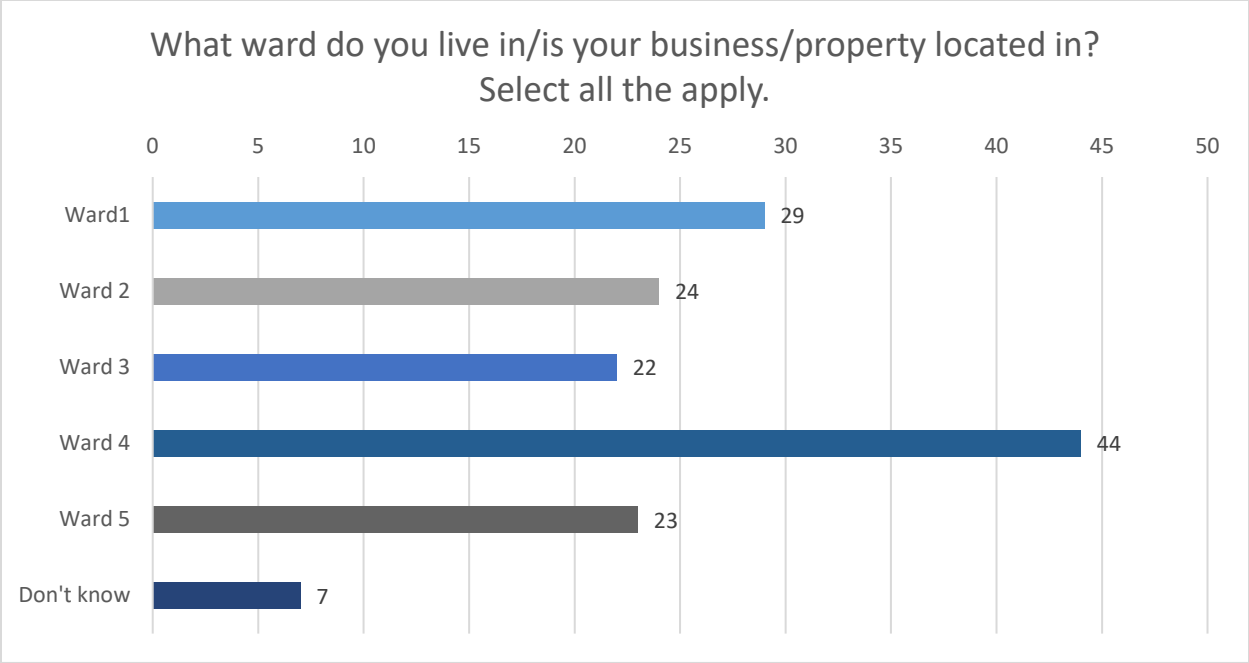
Are there any significant milestones in Oshawa's history to be highlighted during the centennial anniversary?



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Skipped: 22